Albert Orth

FILED
NOV 21 1969
LAURENCE P. HENIGAN, Clerk
By PETE F. LUCAS Deputy

AGREEMENT NO. 69-186

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 36)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 19 69, by and between Albert Orth, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-203; and

SEE AGREEMENT NO. 71-125

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

Micro Fiched

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

Micro Fiched

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Filmed

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Filed
Copy signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____ day of _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Albert Orth - Parcel Nos. 25-240-01, 02 and 25-010-12

Description: The W½ of the SW¼ of Section 3, and the S½ of the SE¼ of Section 4, T10N, R1E, M.D.B.&M.

Micro Filmed

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro Filmed

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Emma B. Mezger

FILED

NOV 26 1969

LAURENCE P. KELLOGG, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-187

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 36)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Emma B. Mezger, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED SEE AGREEMENT

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-203; and

No. 70-126

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder. Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

Micro Filmed

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

Micro Fiched

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Copy Filed + Signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Filed Copy Signed

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 19__, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19__.

Original Filed Copy Signed

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Emma B. Mezger - Parcel No.21-810-11

BOOK 602 PAGE 338

Leake, inheritance tax appraiser appointed by the Court, that no inheritance tax has become payable by reason of such death.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that said MENTON F. MEZGER died on the 17th day of July, 1959, and that all interest of said decedent in the joint tenancy of said property thereupon terminated.

Said real property is described as follows:

All that certain real property situate in the County of Yolo, State of California, and more particularly described as follows, to wit:

The South Half of the Northeast Quarter, and a part of the Southeast Quarter of Section Twelve (12) beginning at the Northeast corner of said Quarter Section, running thence South one hundred six and two thirds rods; West one hundred and twenty rods; North one hundred six and two thirds rods; thence East one hundred and twenty rods to the place of beginning, all in Township Ten (10) North, Range 1 West, containing one hundred and sixty acres.

It is further ordered, adjudged and decreed that no inheritance tax became payable by reason of such death.

Done in open Court this 19th day of April, 1960.

C. C. McDONALD
Judge of said Superior Court.

State of California, } ss
County of Yolo
I CHARLES S. PATTERSON, County Clerk and ex-officio Clerk of the Superior Court of the State of California, in and for the County of Yolo, do hereby certify that the foregoing is a full, true and correct copy of the original thereof as the same remains of record and on file in my office, and I have carefully compared the same with the original and the seal of said Court is affixed thereto.
Witness my hand and the seal of said Superior Court this 27th day of April, 1960.
CHARLES S. PATTERSON, County Clerk
By Deputy

INDEXED

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OFFICIAL RECORDS
RECORDED AT REQUEST OF
JOHN A. YOUNG
APR 27 1960
AT 40 MIN. PAST 1 O'CLOCK P. M.
YOLO COUNTY, CALIFORNIA
$2.80 FD
RECORDER

4055

-2-

Micro Fiched

4-27-60

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro Fiched

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Marion Morgan

FILED

NOV 23 1960

LAURENCE [illegible] By BARBARA A. RODGERS Deputy

AGREEMENT NO. 69-188

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 36)

AMENDED SEE AGREEMENT NO. 71-127

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Marion Horgan, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-203; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Fiched

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

Micro Fiched

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

Micro Fiched

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

Micro Fiched

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Copy Filed Signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Filed Copy Signed

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Filed Copy Signed

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Marion Horgan - Parcel No. 25-010-17

The NE¼ of Section 8, T10N, R1E, M.D.B.&M.

Parcel No. 25-010-14

The SW¼ of Section 5, and the S½ of the SE¼ of Section 6, T10N, R1E, M.D.B.&M.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.

Micro Filmed

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
3. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

Micro Fiched

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Myrtle E. Baker

FILED
JAN - 9 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-189

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 36)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Myrtle E. Baker, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-203; and

Micro Fiched

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED SEE AGREEMENT NO 71-128

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistant with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Filmed

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

Micro Filmed

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

Micro Filmed

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Filmed

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

Micro Fiched

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAWRENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Filed
Copy Signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER _____, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Filed Copy Signed

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Filmed

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Filed Copy Signed

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Myrtle E. Baker - Parcel No. 25-010-07

The West one Third (w 1/3) of the Southwest One Quarter (SW 1/4) of Section Four (4). T. 10 N. R. 1 E., M.D.B.&M.

Micro Filmed

RECEIVED
MAY 26 1989
YOLO COUNTY ASSESSOR

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.

Micro Fiched

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.
11. Private garages, private parking areas, and private stables.
12. Roadside stands for the sale of agricultural products primarily grown in the local area.
13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.
14. Temporary landing strips appurtenant to a principal permitted use.
15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.
16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.
17. Public and private hunting clubs with no permanent buildings.

Micro Fiched

18. Electrical transmission substations, communications equipment buildings and public utility service yards.
19. Public and private hunting clubs with permanent buildings.
20. Agricultural labor camps.

Robert F. Reiff

1-16-70

PETE E. LUCAS By ..... Deputy

AGREEMENT NO. 69-190

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 36)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Wesley P. Reiff & Randall G. Reiff, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-203 ; and

Micro Etched

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED

SEE AGREEMENT

No. 71-129

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Fiched

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

Micro Fiched

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

Micro Filmed

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

Micro Etched

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Copy Filed + Signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Copy Filed & Signed

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Copy Signed Filed

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Robert F. Reiff - Parcel No. 25-280-04

The N½ and the SW¼ of Section 17, T11N, R1E, MD.B.&M.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

Micro Filmed

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

A. J. Abele

FILED
DEC - 9 1969
LAURENCE [illegible]
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-191

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 36)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between A.J. Abele, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED-
SEE AGREEMENT
No. 71-130

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-203; and

Micro Fiched

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Fiched

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder. Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

Micro Fiched

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

Micro Fiched

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

Micro Filmed

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Filed Copy Signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Filed Copy Signed

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Filmed

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Filed Copy Signed

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

A. J. Abele - Parcel Nos. 19-391-13 and 25-010-10 & 11

The E½ of the NE¼ and the N½ of the SE¼ of Section 4, T10N, R1E, M.D.B.&M. and the S½ of the SE¼ of Section 33, T11N, R1E, M.D.B.&M.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
3. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

Micro Fiched

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Naomi Hayes

FILED
NOV 12 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 69-192

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 36)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Naomi Hayes, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-203; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED AGREEMENT
SEE 69-193
Micro Fiched
No 71-111

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Fiched

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

Micro Fiched

SIXTH: TERMINATION. Subject to the procedural condition. contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

Micro Fiched

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

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TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By [illegible]
DEPUTY

Original Filed Copy Signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Naiomi Hayes - Parcel No. 21-100-06

THIS AGREEMENT, made and entered into this ____ day of _____, 1959, by and between D. L. HAYES and NAOMI HAYES, his wife, hereinafter designated as First Party, and L. E. HAYES and FLORENCE HAYES, his wife, hereinafter designated as Second Party,

W I T N E S S E T H:

WHEREAS, the parties hereto are the owners of that certain parcel of real property situate in the County of Yolo, State of California, and described as follows:

> That certain tract of 1400 acres, more or less, in the Rancho Guesisosi as more particularly described in Deed to D. L. Hayes and L. E. Hayes recorded October 9, 1945, in Book 225 of Yolo County Official Records, at page 173.

AND WHEREAS said lands have been partitioned between the parties hereto, so that the Westerly 700 acres thereof is now in the name of D. L. HAYES, and the Easterly 700 acres thereof is now in the name of L. E. HAYES;

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AND WHEREAS it is the wish of said parties to create certain easements for the benefit of their respective lands, such easements to remain in existence for a limited period as hereinafter set forth;

NOW THEREFORE, it is hereby agreed as follows:

1. That L. E. HAYES shall have the right to maintain a roadway over the said D. L. HAYES parcel from a point where the long boundary between said parcels first intersects the Adams Canal and extending thence Westerly and Northerly along the Northerly side of said Adams Canal and along the Northerly line of a drainage slough to the intersection with the existing 40 foot roadway which extends Northerly to County Road No. 14.

2. That D. L. HAYES shall have the right to use the existing roadway in the Building and Corral area of the L. E.

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

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10. Offices incidental and necessary to the conduct of a principal permitted use.
11. Private garages, private parking areas, and private stables.
12. Roadside stands for the sale of agricultural products primarily grown in the local area.
13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.
14. Temporary landing strips appurtenant to a principal permitted use.
15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.
16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.
17. Public and private hunting clubs with no permanent buildings.
18. Electrical transmission substations, communications equipment buildings and public utility service yards.
19. Public and private hunting clubs with permanent buildings.
20. Agricultural labor camps.

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Carrie R. Rohr

FILED

NOV 13 1969

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-193

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 36)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Carrie R. Rohr, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

AMENDED-

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

SEE-AGREEMENT

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

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WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-203; and

NO. 71-112

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

Micro Fiched

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

Micro Fiched

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Signed
Copy Signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1979, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 19__, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19__.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Carrie R. Rohr - Parcel No. 21-810-10

Lots Six (6) and Seven (7) of the Chas. F. Hominger Estate Lands, as held and occupied, in Sections 7 and 8, T. 10 N. R. 1 E., and Sections 12 and 13, T. 10 N. R. 1 W., M. D. B. & M., according to the map or plat thereof on file and of record in the office of the County Recorder of the County of Yolo, State of California, in Volume 5 of Maps and Surveys, at page 15, containing 103.38 acres of land, more or less.

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EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.

Micro Fiched

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.
11. Private garages, private parking areas, and private stables.
12. Roadside stands for the sale of agricultural products primarily grown in the local area.
13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.
14. Temporary landing strips appurtenant to a principal permitted use.
15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.
16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.
17. Public and private hunting clubs with no permanent buildings.

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18. Electrical transmission substations, communications equipment buildings and public utility service yards.
19. Public and private hunting clubs with permanent buildings.
20. Agricultural labor camps.

Lena E. Rominger

FILED
NOV 13 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

AGREEMENT NO. 69-194

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 36)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Lena E. Rominger, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-803; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Filmed

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

Micro Fiched

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

Micro Filmed

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

Micro Fiched

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
[illegible] P. HENIGAN, County Clerk
and Ex-officio Clerk of the Board
of Supervisors

By BARBARA A. RODGERS
DEPUTY

OWNER

Original Filed Copy Signed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 19 69, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 19__, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19__.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Lena E. Rominger - Parcel Nos. 21-810-12 and 13

To LENA E. ROMINGER all that certain real property situate in the County of Yolo, State of California, and more particularly described as follows, to-wit:

Lots Four (4) and Five (5) of the Chas. F. Rominger Estate Lands as held and occupied in Sections 7 and 8, T. 10 N. R. 1 E., and Sections 12 and 13, T. 10 N. R. 1 W., M. D. B. & M., according to the map or plat thereof on file and of record in the office of the County Recorder of the County of Yolo, State of California, in Volume 5 of Maps and Surveys, at page 15, containing 103.45 acres of land, more or less.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

Micro Fiched

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
3. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

Micro Fiched

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Albert E. & Ellen R. Tandy

FILED
NOV 24 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-195

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 37)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Albert E. & Ellen R. Tandy, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED - SEE AGREEMENT NO. 69-114

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-305; and

Micro Fiched

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Fiched

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder. Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for these uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

Micro Fiched

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

Micro Fiched

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

Micro Fiched

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Filed
Copy Signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Filed Copy Signed

NOTARY PUBLIC

My Commission Expires: _____

Micro Fiched

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Filed Copy Signed

NOTARY PUBLIC

My Commission Expires: _____

Albert E. & Ellen R. Tandy

EXHIBIT "A"

21-350-03-1

NW 1/4 of Frac. Sec. 34, T 10 N, R 1 W 126 Acres.

Also described as Lots 1 and 2 and the E 1/2 of the NW 1/4 of Sec. 34, T 10 N, R 1 W, contg. 126. 4 acres, as recorded in Vol. "92" of Deeds, at page 337

21-350-19-1

Parcelling Description

That portion of the SW 1/4 of Sec. 34, T 10 N, R 1 W lying N. o f the center line of Cottonwood Slough and that portion of the NW 1/4 of Sec. 3, T 9 N, R 1 W lying N and W. of the Centerline of Cottonwood Slugh, contg. 131.82 M/L ac.

21-360-01-1

S 100 acres of SW 1/4 Sec. 10, T 9 N, R 1 W

21-360-04-1

Com. at the SW cor of the SW 1/4 of sec. 3 T 9 N r 1 W running th. along the S. line of the SW 1/4 of Sec. 3, a distance of 28 Rods and 14 ft.-th. N. at R/A a distance of 17 Rods and 11 1/2 ft.- th. E. at R/A a distance of 20 rods and 2 ft.- th. N. at R/A a distance of 31 rods and 5 ft.- th. W. 40 rods to a pt. on the W. line of Sec. 3.- th. S. along said W. line 49 Rods to the place of beg. in Sec. 3, T 9 N, R 1 W. contg. 10 acres.

Micro Fiched

21-360-05-1

Portion of SW 1/4 of Sec. 3, T 9 N, R 1 W. described as follows; Com. at a pt. 49 rods N. of SW cor. of SW 1/4 of Sec. 3- run th. E. 49 rods - th. N. 32 rods 10 ft. 9 inches, - th. W. 49 rods th. S. 32 rods 10 ft. 9 inches to pt. of beg. 10 acres

21-360-79-1

NW 1/4 and N. 60 acres of SW 1/4 (except railroad) and also excepting 6.29 acres, more or less, as shown and described as Parcel No. 21-360-08-1 Sec. 10, T 9 N, R 1 W 203.71 M/L acres.

Albert E. & Ellen R. Tandy

21-360-80-1

All that certain real property lying and being situate in the County of Yolo State of Calif. more particularly described as follows: Com. at a pt. situate N. 4430 ft. from the Sly line of Sec. 10, T 9 N, R 1 W, MDB&M, said pt. being at the intersection of the Ely line of the Southern Pacific Railroad Company's Right of Way and the center line of the Clear Lake Water Company Canal, and running th. Ely along eh center line of said canal 800 ft. to a pt.- th. Sly 547 ft. along the said center line of said canal and the extension thereof to a pt.- th Wly 800 ft. to a pt. on the Ely right of way line of the Southern Pacific Company- th Nly 547 ft. to the pt. of beg., contg. 5.29 acres M/L

21-370-38-1

Por W. of S.P.R.R. of the following described property:
SE 1/4 of Sec. 4, T 9 N, R 1 W 144.0 M/L acres

Micro Fiched

21-370-61-1

That portion of the SE 1/4 of Sec. 4, T 9 N, R 1 W, lying East of the S.P.R.R., excepting therefrom 1.5 acres deeded William F. Tandy, by deeds recorded in Book 555 O.R., at pages 427 and 428 9.4 acres M/L

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.
11. Private garages, private parking areas, and private stables.
12. Roadside stands for the sale of agricultural products primarily grown in the local area.
13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.
14. Temporary landing strips appurtenant to a principal permitted use.
15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.
16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.
17. Public and private hunting clubs with no permanent buildings.
18. Electrical transmission substations, communications equipment buildings and public utility service yards.
19. Public and private hunting clubs with permanent buildings.
20. Agricultural labor camps.

Micro Fiched

Irene Zielisch

FILED

DEC - 9 1969

LAURENCE P. HORTON, Clerk

By BARBARA A. RODGERS

Deputy

AGREEMENT NO. 69-196

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 37)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Irene Zielisch, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

Micro Fiched

AMENDED

SEE AGREEMENT

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-205; and

No. 7-115

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

Micro Fiched

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Fiched

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder. Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

Micro Fiched

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

Micro Fiched

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio. Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

Micro Fiched

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Filed Copy Signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Filed Copy Signed

_____,
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Filmed

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Filed Copy Signed

_____
NOTARY PUBLIC

My Commission Expires: _____

Irene Zielisch - Parcel No. 21-360-15

S½ of the NE¼ of Section 10, T 9N, R 1 W, M.D.B.&M.

Micro Fich

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiche

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

FILED
DEC-2 1969
LAURENCE P. HENIGAN, Clerk
By PETTY E. LUGAR Deputy

Eugene C. Rominger

RECEIVED
DEC 2 1969
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 69-197

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 37)

AMENDED - SEE AGREEMENT No. 71-116

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Eugene C. Rominger, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-205; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Filmed

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

Micro Fiche

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

Micro Fiched

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

Micro Filmed

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By _____
DEPUTY

OWNER

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

NOTARY PUBLIC

My Commission Expires: _____

Micro Fiched

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

NOTARY PUBLIC

My Commission Expires: _____

Eugene C. Rominger - Parcel No. 21-370-68

Description:

SE¼ of the SE¼ of Section 9, T 9 N, R 1 W, M.D.B.&M., excepting therefrom the following described property: Beginning at the southeast corner of the S½ of Section 9, T 9 N, R 1 W, and running thence West 275 feet; thence North 190 feet; thence East 275 feet to the East line of said SE¼; thence South 190 feet to the point of beginning.

Also excepting a strip on the East conveyed to Yolo County for road purposes as set forth in Deed recorded on November 10, 1928, in Book 118 of Deeds, at Pate 204, in the Office of the Recorder of Yolo County

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

Micro Fiched

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro Fiched

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

David L. & Ellen A. Peckham

FILED
NOV 20 1969
LAURENCE P. GONGORA
By [illegible] Deputy

AGREEMENT NO. 69-198

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 37)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between David L. & Ellen A. Peckham, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED-
SEE AGREEMENT
NO. 71-10

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-205; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

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SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

Micro Fiche

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

Micro Fiched

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By BARBARA A. RODGERS (SEAL)
DEPUTY

Original filed
Copy signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 19 69, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original signed
Copy filed

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 19__, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Original signed
Copy filed

Dated this ____ day of _____, 19__.

NOTARY PUBLIC

My Commission Expires: _____

David L. & Ellen A Peckham - Parcel No. 21-360-57

All that real property situated in the Count of Yolo, State of California, and bounded and described as follows:

A tract of land located in the North half of the Northwest Quarter of Section 3, Township 9 North, Range 1 West and Lot 4 and the Southwest Quarter of the Southwest Quarter of Section 34, Township 10 North, Range 1 West, M.D.B.& M., described as follows:

Beginning at the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section 3, thence North 89° 20' 33" West 2643.00 feet to the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 3; thence North 1° 17' 54" East along the West line of said Section 3 a distance of 632.47 feet to the center line of Cottonwood Slough; thence following the meander line along the center line of Cottonwood Slough the following courses and distances; North 63° 51' 55" East 133.94 feet, North 23° 40' 21" East 97.48 feet, North 35° 37' 01" East 116.15 feet, North 29° 08' 37" E East 228.44 feet, North 31° 56' 22" East 160.52 feet, North 30° 00' 03" East 280.03 feet, North 39° 26' 19" East 302.15 feet, North 73° 07' 59" East 134.07 feet, North 85° 01' 14" East 200.00 feet, North 86° 15' 56" East 297.24 feet, North 66° 47' 07" East 167.97 feet, North 77° 04' 48" East 257.97 feet, South 77° 25' 18" East 259.58 feet, South 65° 55' 01" East 144.68 feet, South 70° 49' 02" East 126.69 feet, North 87° 31' 01" East 111.25 feet, and South 88° 16' 54" East 208.77 feet to the intersection of the center line of Cottonwood Slough with the East line of the Southeast Quarter of the Southwest Quarter of Section 34; thence leaving said meander line, South 0° 22' 50" East, along the East line of the Southwest Quarter of Section 34, a distance of 494.20 feet; thence South 0° 53' 25" West 1238.82 feet to the point of beginning and containing 96.179 acres, more or less.

RESERVING HOWEVER, unto the Grantor herein named, her heirs, successors and assigns, a right of way for irrigation ditch purposes, together with the right of ingress and egress with equipment and material necessary for the purpose of construction repairs and maintenance of such right of way, over the following described property;

Micro Fiched

A strip of land of a uniform width of 30 feet lying equally on each side of a center line which is 40 feet Northerly of and parallel to the Southern boundary line of the above described property, said strip extends Easterly 1195.31 feet from the Westerly boundary line of said property.

A strip of land of a uniform width of 30 feet lying along, adjacent to, and on the Easterly side of the highway right-of-way along the Westerly side of the above described property.

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro Filmed

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Henry P. Delp

FILED
NOV 24 1969
LAURENCE P. [illegible]
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-199

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 37)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Henry P. Delp, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED-SEE AGREEMENT NO. 69-118

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Filmed

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-205; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Filmed

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

Micro Filmed

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

Micro Fiched

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiches

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Filed
copy signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Filed Copy signed

NOTARY PUBLIC

My Commission Expires: _____

Micro Fiched

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Filed Copy signed

NOTARY PUBLIC

My Commission Expires: _____

Henry P. Delp - Parcel No. 21-360-63

Description: N½ of SE¼ of Section 10, T 9 N, R 1 W, M.D.B.&M.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

...culture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

Micro Fiched

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
3. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro Fiched

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Pio & Santina Bei

FILED
NOV 20 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS

AGREEMENT NO. 69-200

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 37)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Pio & Santina Bei, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-200 A; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED - SEE AGREEMENT NO. 71-119
Micro Fiched

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Fiched

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

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SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

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SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

Micro Fiched

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Filed
copy signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Filed Copy Signed

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 19__, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19__.

Original Filed Copy Signed

NOTARY PUBLIC

My Commission Expires: _____

Pio and Santina Bei - Parcel No. 21-360-70

Description: The SE¼ of the NE¼ of Section 3, and the SW¼ of the NE¼ of Section 3, T 9 N, R 1 W, M.D.B&M.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

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18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Robert H. and Milne V. Jones

FILED
NOV 18 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS

AGREEMENT NO. 69-201

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 37)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Robert H. & Milne V. Jones, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED-SEE AGREEMENT NO. 71-120

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-205; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

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SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

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SIXTH: TERMINATION. Subject to the procedural condition. contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

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(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By BARBARA A. RODGERS
DEPUTY

(SEAL)

OWNER:

Original filed
Copy signed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____ known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

NOTARY PUBLIC

My Commission Expires: _____

Micro Fiched

Kobert H. Jones and Milne V. Jones.

Parcel No. 21-530-46

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Micro Fiched
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EXHIBIT "A"

The East 40 acres of the Northeast Quarter (NE1/4) of Section 15, Township 9 North, Range 1 West, M.D.B.M.

A strip off the West side of the Northwest Quarter of Section 14, Township 9 North, Range 1 West, M.D.B.M., commencing at the Northeast corner of Section 15, Township 9 North, Range 1 West, M.D.B.M., and running thence South on the Section line to the Southeast corner of the Northeast quarter of said section; thence East 4 feet, more or less to the line of the board fence now standing; thence Northerly, following the line of the said board fence to a point due East of the point of beginning; thence West 8 feet to the place of beginning, containing 36/100 of an acre.

Commencing at the Northwest corner of the East one-half (E1/2) of the East one-half (E1/2) of the Northeast Quarter (NE1/4) of Section 15, Township 9 North, Range 1 West, M.D.B.M. and running thence West 40 rods; thence South 80 rods; thence East 40 rods; thence North 80 rods to the point of beginning and containing 20 acres, more or less.

EXCEPTING FROM THE PARCELS ABOVE DESCRIBED that portion conveyed to the State of California for Freeway purposes, by deed dated October 29, 1957, and recorded January 20, 1958 in Book 532 of Official Records at Page 83.

EXCEPTING AND RESERVING THEREFROM UNTO THE GRANTOR an undivided 50% of the mineral rights for a period of 7 years. At the end of the 7 years said mineral rights will be conveyed to the Grantor.

3411

OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
1958 JAN 29 AM 8:00

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

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16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

John Nishi

FILED
NOV 20 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 69-202

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 37)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between John Nishi, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-205; and

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WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Fiched

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

Micro Filmed

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public to the subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

Micro Fiched

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

Micro Fiched

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By BARBARA A. RODGERS (SEAL)
DEPUTY

Original Filed
Copy Signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said County and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Signed

NOTARY PUBLIC

My Commission Expires: _____

Micro Fiched

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Signed Copy

NOTARY PUBLIC

My Commission Expires: _____

John Nishi

Being more particularly described as (Give complete accurate legal description of property including Assessor's Parcel Number): Assessor's Parcel Number 21-360-61-1

The South one-half of the Southeast Quarter of Section 10, Township 9, North, Range 1 West, M. D. B. & M., together with a right of way for irrigation ditch purposes overr the West 20 Feet of the North one-half of the Southeast Quarter of said Section 10, Township 9 North, Range 1 West, M. D. B. & M., EXCEPTING THEREFROM that portion thereof conveyed to the State of California by deed dated October 15, 1957, recorded January 20, 1958, in Book 532 of Official Records, at page 93.

Excepting therefrom, a life estate in David E. Wilson and Fessie L Wilson, his wife, as to an undivided ½ interest in and to all oil, gas, minerals, and other hydrocarbons substances, that may be produced from the above described property.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.

Micro Fiched

4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro Fiched

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Fred Heidrick

(Endorsed) Filed DEC 15 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. ROLGER Deputy

AGREEMENT NO. 69-203

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 37)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Fred Heidrick, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-205; and

Micro Fiched

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200, including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Fiched

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Filmed

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

Micro Fiched

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

Micro Fiched

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

Micro Fiched

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Copy Filed + signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 19 69, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Copy Filed + Signed

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Copy Filed + Signed

NOTARY PUBLIC

My Commission Expires: _____

Fred Heidrick

Parcel Numbers:
21-360-11
21-360-12
21-360-13

YOLO COUNTY

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

PARCEL 1:

The East half of the Southeast Quarter of Section 3, Township 9 North, Range 1 West, M. D. B. & M.

PARCEL 6:

PARCEL A: A portion of Section 3, Township 9 North Range 1 West, M. D. B. & M., described as follows: COMMENCING at the center of said Section 3, according to the Official Plat thereof, filed in the Office of the Recorder of Yolo County, California in Book 3 of Maps and Surveys at Page 88, and running thence South 0° 29' East, along the Quarter Section line, 495.0 feet to a point; thence South 89° 15' West, 1316.90 feet to a 3/4" pipe monument set in a fence marking the West line of the East one-half of the Southwest one-quarter of said Section 3; thence along said fence, North 0° 17' West, 495.0 feet, to a 3/4" pipe monument set in the Northwest corner of the East one-half of the Southwest one-quarter of said Section 3; thence Easterly, along the quarter Section line, 1316.90 feet, more or less, to the point of commencement.

PARCEL B: COMMENCING at a point on the Quarter Section line running North and South through said Section 3, distant thereon South 0° 29' East, 495 feet from the center of said Section 3; thence South 89° 15' West, 1316.90 fect to a 3/4"x 24" pipe monument set in a fence marking the West line of the East ½ of the Southwest Quarter of said Section 3; thence South 0° 17' East, 2146.55 feet along said West line to the South line of said Section 3' thence Easterly along said South line, 1320 feet, more or less, to the Southeast corner of the Southwest Quarter of said Section 3; thence Northerly, along the Quarter Section line, 2146.55 feet, more or less, to the point of commencement.

Micro Fiched

PARCEL 7:

The West half of the Southeast Quarter of Section 3, Township 9 North, Range 1 West, M. D. B. & M.

Exhibit "A"

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Micro Fiched

FILED
FEB 2 1970
LAURENCE E. MORGAN, Co.
By Barbara R. Kelley
Deputy

AGREEMENT NO. 69-203-A

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 37)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between VIOLA JAMES, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in EXHIBIT "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-206; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED-SEE-AGREEMENT NO. 102

Micro Fiched

best use of the subject property during the term of this agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Fiched

SECOND: RESTRICTIONS. During the term of this Agreement and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under therenewed agreement. Any notice of non renewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

Micro Fiched

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

Micro Fiched

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The

existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as defereed taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Covernment Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By W. E. Hunsaker
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and ex-officio Clerk of the Board
of Supervisors

By Barbara A Rodgers
DEPUTY

OWNER

x Viola James

Micro Fiched

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On FEBRUARY 24, 1970, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara R. Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this February 19, , 19 70, before me, the undersigned, a Notary Public in and for the said County and State personally appeared VIOLA JAMES known to be to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

DATED this 19th day of February 1970.

WANDA L. SKELLCHOCK
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 8, 1970

Wanda L. Skellchock
NOTARY PUBLIC

Fred Heidrick

Parcel Numbers:
21-360-11
21-360-12
21-360-13

YOLO COUNTY

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

PARCEL 1:

The East half of the Southeast Quarter of Section 3, Township 9 North, Range 1 West, M. D. B. & M.

PARCEL 6:

PARCEL A: A portion of Section 3, Township 9 North Range 1 West, M. D. B. & M., described as follows: COMMENCING at the center of said Section 3, according to the Official Plat thereof, filed in the Office of the Recorder of Yolo County, California in Book 3 of Maps and Surveys at Page 88, and running thence South 0° 29' East, along the Quarter Section line, 495.0 feet to a point; thence South 89° 15' West, 1316.90 feet to a 3/4" pipe monument set in a fence marking the West line of the East one-half of the Southwest one-quarter of said Section 3; thence along said fence, North 0° 17' West, 495.0 feet, to a 3/4" pipe monument set in the Northwest corner of the East one-half of the Southwest one-quarter of said Section 3; thence Easterly, along the quarter Section line, 1316.90 feet, more or less, to the point of commencement.

PARCEL B: COMMENCING at a point on the Quarter Section line running North and South through said Section 3, distant thereon South 0° 29' East, 495 feet from the center of said Section 3; thence South 89° 15' West, 1316.90 feet to a 3/4"x 24" pipe monument set in a fence marking the West line of the East ½ of the Southwest Quarter of said Section 3; thence South 0° 17' East, 2146.55 feet along said West line to the South line of said Section 3' thence Easterly along said South line, 1320 feet, more or less, to the Southeast corner of the Southwest Quarter of said Section 3; thence Northerly, along the Quarter Section line, 2146.55 feet, more or less, to the point of commencement.

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PARCEL 7:

The West half of the Southeast Quarter of Section 3, Township 9 North, Range 1 West, M. D. B. & M.

Exhibit "A"

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

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18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

John & Gabriela R. Martinez, Jr.

(Endorsed) Filed DEC - 8 1969
LAURENCE R. HEWICH, CLK.
By BARBARA A. RODGERS

AGREEMENT NO. 69-204

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 37)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between John & Gabriela R. Martinez, Jr., hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-205; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban use, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED-SEE AGREEMENT NO. 71-103

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best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

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SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

Micro Fiched

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

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SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

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TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Filed Signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Filed Copy Signed

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Filed Copy Signed

NOTARY PUBLIC

My Commission Expires: _____

John & Gabriela R. Martinez, Jr. - Parcel No. 21-360-06

BEGINNING at a point in the ' 'nterly line of Section 3, Towns'p 9 North, Range 1 West, Mount Diablo Base and Meridian, said point being North 0° 02 est 1347.25 feet from a 1" by 36" buggy axle marking the Southwest corner of said Section 3, as shown on the Map filed in the Office of the Recorder of Yolo County in Book 3 of Maps and Surveys at Page 86; thence from said point of beginning along said Section line and the center of the Winters-Madison Highway, North 0° 02' West 1549.27 feet; thence along a fence marking the Southerly boundary of the Cottonwood Tract, North 86° 53' East, 266.45 feet to a 3/4" x 24" pipe monument set in a fence corner; thence along a fence line South 0° 09' West 268.88 feet to a 3/4" x 24" pipe monument set in the dividing line between the Northwest and the Southwest Quarters of said Section 3; thence along said Quarter Section line, North 89° 15' East, 1075.30 feet to a 3/4" x 24" pipe monument set in the Northeast corner of the West One-Half of the Southwest Quarter of said Section 3; thence along a fence and the Easterly line of said West One-Half of the Southwest Quarter of Section 3, South 0° 17' East at 495.00 feet to a 3/4" x 24" pipe monument and continuing at 2641.55 feet to a point in the center line of County Road No. 25, and the Southeast corner of the West One-Half of the Southwest Quarter of said Section 3; thence along the center line of said road and the Southerly line of said Section 3, South 89° 17' West, 392.70 feet to a point, said point being North 89° 17' East 957.10 feet from the Southwest corner of said Section 3; thence along a fence marking the Easterly boundary of the Cottonwood Cemetery North 0° 03' East 291.80 feet to the Northeast corner of said cemetery; thence along a fence marking the Northerly boundary of said Cemetery, South 88° 41' West 149.10 feet to a point common to lands now or formerly known as the Cottonwood Cemetery, Crowder Fig Orchard and Oscar Pfanstiehl; thence along the Easterly line of lands now or formerly known as the Crowder Fig Orchard and lands of J. M. Bicknell, North 0° 02' West 1055.25 feet to a 3/4" x 24" pipe monument marking the Northeast corner of lands of said Bicknell; thence along the Northerly line of said Bicknell, South 89° 28' West 780.8 feet to a 3/4" x 24" pipe monument set in the Easterly line of said Winters-Madison Highway and continuing at 808.80 feet to the point of beginning, and being a portion of Section 3, Township 9 North, Range 1 West.

Containing 57.13 acres, more or less.

Subject to existing rights of way.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro Fiched

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Mary A. James

FILED
NOV 17 1969
LAURENCE P. HENIGAN, Clerk
By MARIAN A. ROGERS

AGREEMENT NO. 69-205

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 37)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Mary A. James, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY:

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-205 and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED-SEE AGREEMENT NO. 70-104

Micro Fiched

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Fiched

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

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(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

Micro Fiched

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

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(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

Micro Filmed

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By _____
DEPUTY

Original filed
copy signed

OWNER

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Filed Copy Signed

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Filed Copy Signed

NOTARY PUBLIC

My Commission Expires: _____

Mary A. James - Parcel No. 21-260-07

NW¼ of Section 3, T 9 N, R 1 W, M.D.B.&M.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro Fiched

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Dozier T. & Lorraine Bei

FILED
NOV 14 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

AGREEMENT NO. 69-206

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 37)

AMENDED

SEE AGREEMENT

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Dozier T. Lorraine Bei, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

AG 71-105

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-205; and

Micro Fiched

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Fiched

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

Micro Fiched

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

Micro Fiched

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Filmed

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

Micro Filmed

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By _____
ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By _____
DEPUTY

OWNER

_____

_____

Original Filed
Copy Signed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Filed Copy Signed

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 19__, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Original Filed Copy Signed

Dated this _____ day of _____, 19__.

NOTARY PUBLIC

My Commission Expires: _____

D E E D

Parcel No. 21-360-14

For value received, DOZIER T. BEI and LORRAINE M. BEI, his wife, GRANT to DOZIER T. BEI and LORRAINE M. BEI, his wife, as community property, all that real property situate in the County of Yolo, State of California, described as follows:

Parcel 1: Beginning at the corner common to Sections 2, 3, 10 and 11 in Township 9 North, Range 1 West, M.D.B.&M., which said point is marked by a 1¼x½" iron bar, and extending thence North 89° 40' West 2676.76 feet, more or less, along the Section line to the Quarter corner common to Sections 3 and 10, above mentioned Township and Range; thence South 0° 05' 36" East along the Quarter Section line a distance of 1354.49 feet to a point marked by a 1¼x30" steel axle; thence South 89° 40' East along a line parallel with first mentioned course a distance of 2165.26 feet to a point marked by a 3/4"x30" pipe; thence North 0° 01' West along a line parallel with the line common to aforementioned Sections 10 and 11 a distance of 484.72 feet to a point marked by a 3/4"x 30" pipe; thence South 89° 40' East along a line parallel with first menticned course a distance of 509.72 feet to a point of intersection with the Section line common to said Sections 10 and 11; thence North 0° 01' West along last mentioned Section line a distance of 869.77 feet to the point of beginning and including 77.531 acres of land. The survey of the herein described tract of land appears of record in the Office of the Yolo County Recorder on the "Map of Brownell Estate", in Maps and Surveys 4, at Page 102.

Micro Fiched

Parcel 2: Beginning at a point marked by a 3/4"x30" iron pipe located in the line common to Sections 10 and 11 and South 0° 01' East 869.77 feet from the corner common to said Sections 10 and 11, and Sections 2 and 3, all in Township 9 North, Range 1 West, M.D.B. & M., and extending thence North 89° 40' West 509.72 feet to a point marked by a 3/4"x30" iron pipe; thence South 0° 01' East along a line parallel with the line common to said Sections 10 and 11 a distance of 484.72 feet to a point marked by a 3/4"x30" iron pipe; thence South 89° 40' East along a line parallel with first mentioned course a distance of 509.72 feet more or less to the point of intersection with the line common to above mentioned Sections 10 and 11; thence North 0° 01' West along last mentioned Section line a distance of 484.72 feet to the point of beginning, and including 5.672 acres of land. The survey of the herein described tract of land appears of record in the office of the Yolo County Recorder on the "Map of Brownell Estate" in Maps and Surveys 4, at Page 102.

DATED: March 18, 1968.

Dozier T. Bei

Lorraine M. Bei

BOOK 877 PAGE 50

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
3. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

Micro Fiched

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Nicholas E. Cadenasso

FILED
JAN 20 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS

AGREEMENT NO. 69-207

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 37)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Nicholas E. Cadenasso, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property" and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

SEE AGREEMENT

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-205; and

Micro Fiched

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

NO. 71-106

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Fiched

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition. contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

Micro Fiched

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

Micro Fiched

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

Micro Fiched

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By BARBARA A. RODGERS
DEPUTY

OWNER:

Original Copy Signed & Filed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Copy Signed + Filed

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Copy Signed + Filed

NOTARY PUBLIC

My Commission Expires: _____

"EXHIBIT A"

Nicholas E. Cadenasso - Parcel Nos. 21-350-23, 21-360-65, 21-370-21, 21-610-09.

Parcel 1:

The Southeast quarter of Section 34, Township 10 North, Range 1 West and the North half of the Northeast quarter of Section 3, Township 9 North, Range 1 West, M.D.B. & M., excepting therefrom that portion of the above described property conveyed to the State of California for deed dated December 5, 1957 and recorded April 2, 1958 in Book 530 of Official Records at Page 430.

21-350-23

21-360-65

Parcel 2:

A part of the Rancho Canada De Capay, beginning at the Northwest corner of the Town of Madison, and running thence North 79° 45' West 44.95 chains; thence South 9° 55' West, along the line of the Rancho 50.50 chains to a stone; thence South 89° 11' East 43.24 chains to a stone; thence North 10° 02' East 44.62 chains to the point of beginning.

ARB 46
PARCEL MAP
2

21-610-09

Parcel 3:

Tract known as Lot 6 as shown on Book 3 of Maps and Surveys at Page 11, bounded North by Lots, East by Rocks, South by Smith, West by Stephens in Township 10 North, Range 1 West, M.D.B. & M.

SEC 32 T10-1W
SEC 5 T9-1W

21-370-21

Micro Filmed

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.

Micro Fiched

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

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16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Gene S. Davis

FILED
NOV 13 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 69-208

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 37)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Gene S. Davis, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-205; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED - SEE AGREEMENT No. 71-102

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best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

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SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

Micro Fiched

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

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TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

ARTHUR H EDMONDS

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By BARBARA A. RODGERS
DEPUTY

OWNER

_____

_____

Original Filed
Copy Signed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 19__, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19__.

NOTARY PUBLIC

My Commission Expires: _____

E. M. DAVIS TRUST

Gene S. Davis - Parcel Nos. 21-610-18, 21-610-19, 21-610-20

ASSETS OF TRUST ESTATE

14. All that certain real property situate in the County of Yolo, State of California, described as follows:

PARCEL 1: Beginning at a point marked by a one and one quarter by eighteen inch iron shaft which is North 76 deg. 02' West 4027.2 feet and North 10 deg. 14½' East 1580.2 feet from the Southeast corner of Rancho Canada de Capay, and running thence North 76 deg. 2' West 552.6 feet to a four inch by four inch by twenty four inch redwood stake; thence North 10 deg. 14' East 1455.5 feet to an old stone monument; thence South 86 deg. 59½' East 556.3 feet to a one and one quarter by eighteen inch iron shaft; thence South 10 deg. 14½' West 1561.4 feet to the point of beginning being a part of Rancho Canada de Capay, and containing 19.10 acres of land, more or less.

PARCEL 2: Beginning at a point marked by an old stone monument which is on the South boundary of and North 76 deg. 02' West 4579.4 feet from the Southeast corner of Rancho Canada de Capay, said monument marks the southeast corner of the Cadenasso Lands, and running thence North 10 deg. 14' East 1580.2 feet to four inch by four inch by twenty-four inch redwood stake; thence South 76 deg. 02' East 552.6 feet to a one and one quarter inch by twelve inch iron shaft; thence South 10 deg. 14½' West 1580.2 feet to a one and one quarter inch by one and one quarter inch by twelve inch iron on the south boundary of Rancho Canada de Capay; thence North 76 deg. 02' West 552.2 feet to the point of beginning, being a part of Rancho Canada de Capay, and containing 20.00 acres of land, more or less.

Micro Filmed

Gene S. Davis - continued

DESCRIPTION

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

PARCEL 1:

BEGINNING at a point marked by an old iron monument which is on the South boundary of and North 76° 02' West, 3475.00 feet from the Southeast corner of Rancho Canada De Capay, said monument marks the Southwest corner of the Hurlburt Lands, and running thence North 10° 15½' East 1580.2 feet to a four inch by four inch redwood stake; thence North 76° 02' West 552.6 feet to a one and one-quarter inch by eighteen inch iron shaft; thence South 10° 14½' West 1580.2 feet to a one and one quarter inch by one and one-quarter inch by twelve inch iron shaft on the South boundary of Rancho Canada de Capay; thence South 76° 02' East 552.2 feet to the point of beginning, being a part of Rancho Canada de Capay and containing 20 acres of land.

PARCEL 2:

BEGINNING at a point marked by a one and one-quarter by eighteen inch iron shaft which is North 76° 02' West 4027.2 feet and North 10° 14½' East 1580.2 feet from the Southeast corner of Rancho Canada de Capay, and running thence South 76° 02' East 552.6 feet to a four inch by four inch by twenty-four inch redwood stake; thence North 10° 15½' East 1667.3 feet; thence North 86° 59½' West 556.3 feet to a one and one-quarter by eighteen inch iron shaft; thence South 10° 14½' West 1561.4 feet to the point of beginning being a part of Rancho Canada de Capay and containing 20.44 acres of land, more or less.

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PARCEL 3:

BEGINNING at a point marked by an old stone monument which is on the South boundary of, and North 76° 02' West 4579.4 feet from the Southeast corner of Rancho Canada de Capay, said monument marks the Southeast corner of the Cadonasso lands and running thence North 10° 14' East, 1580.2 feet to a four inch by four inch by twenty-four inch redwood stake, thence South 76° 02' East 552.6 feet to a one and one-quarter inch by twelve inch iron shaft; thence South (over) 10° 14½' West 1580.2 feet to a one and one-quarter inch by one and one-quarter inch by twelve inch iron on the South boundary of Rancho Canada de Capay; thence North 76° 02' West 552.2 feet to the point of beginning, being a part of the Rancho Canada de Capay, and containing 20.00 acres of land, reserving therefrom the Eastern twenty feet of land for unobstructed right of way for road purposes.

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

Micro Fiched

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Masao and Kazuko Sagara

(Endorsed) Filed 2-18-70
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 69-209

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 37)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 19 69, by and between Masao & Kazuko Sagara, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED-SEE AGREEMENT No. 71-108

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-205; and

Micro Fiched

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Fiched

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

Micro Fiched

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

Micro Fiched

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

Micro Fiched

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By_____
DEPUTY

OWNER

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 19 69, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

NOTARY PUBLIC

My Commission Expires: _____

Micro Fiched

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

NOTARY PUBLIC

My Commission Expires: _____

3034

Joint Tenancy Deed

APPLICATION No. 20503

W. NAISMITH and IDA L. NAISMITH, his wife, and M. G. CADENASSO, a single man, parties of

, the first part , hereby

Grant to

MASAO SAGARA and KAZUKO SAGARA, his wife - Parcel No. 21-610-17

, the second parties, in

joint tenancy all that real property situated in the County

of Yolo , State of California, and bounded and described as

Beginning at a 1"x1"x30" buggy axle which is on the South boundary of and North 76° 2' West 1773.3 feet from the Southeast corner of Rancho Canada de Capay (Map in Recorder's Office); thence North 12° 49' East 2504.6 feet to a 2"x24" iron pipe; thence North 82° 21' West 1812.6 feet to a 2"x24" iron pipe; thence South 10° 15' West 2310.4 feet to a buggy axle on the South boundary of Rancho Canada de Capay; thence South 76° 2' East 1701.4 feet to the point of beginning, being a part of said Rancho Canada de Capay and containing 96.92 acres, more or less.

Micro Fiche

WITNESS our hand s this 10th day of April 1958

W. Naismith

Ida L Naismith

M G Cadenasso

For Recorder's Use Only

INDEXED

VOL. 539 PAGE 192
OFFICIAL RECORDS
RECORDED AT REQUEST OF
WOODLAND TITLE GUARANTY CO.
APR 11 1958
AT 13 MIN. PAST 1 O'CLOCK P.M.
YOLO COUNTY, CALIFORNIA
$2.00 RECORDER

STATE OF CALIFORNIA
County of Yolo } ss.

On April 10 1958

before me, A. W. Potts

a Notary Public, in and for said County and State, personally appeared W. Naismith, Ida L. Naismith and M. G. Cadenasso known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that they executed the same.

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

Micro Fiched

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Albert G. Ichtertz & Myrtle F. Ichtertz

FILED
NOV 18 1969
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 69-210

LAND CONSERVATION AGREEMENT

(PRESERVE NO.37)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Albert G. Ichtertz & Myrtle F. Ichtertz, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED-

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

SEE-AGREE-

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. _____; and

MENT NO.71-

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

109

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

Micro Fiched

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

Micro Fiched

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Micro Fiched Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By BARBARA A. RODGERS (SEAL)
DEPUTY

Original Copy signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 19 69, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Copy Signed

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Copy Signed

NOTARY PUBLIC

My Commission Expires: _____

Albert G. Ichtertz & Myrtle F. Ichtertz - Parcel No. 21-530-12

State of California, described as follows:

Commencing at a point Nine and one-fourth (9¼) feet West of the Northwest (N.W.) corner of the East one-half (E½) of the Northeast quarter (NE¼) of Section Fifteen (15), in Township Nine (9) North, Range One (1) West, M. D. B. & M., and running thence East Eighteen and one-half (18½) feet, thence South along the west line of W. H. Grant's Vineyard, 80 rods to the Southwest corner thereof, thence East Six Hundred and Sixty (660) feet to the West fence of said Grant's Fig Orchard, thence South along said fig orchard fence, 80 rods to the quarter section line running East and West through said Section Fifteen (15), thence West along said Quarter Section line Six Hundred and Seventy-eight and one-half (678½) feet, more or less, to a point Nine and one-fourth (9¼) feet West of the Southwest corner of said East half of said Northeast Quarter of said Section Fifteen (15); thence North to the place of beginning, containing Twenty-one and one-fourth (21¼) acres, more or less.

This deed is made to correct the description in a deed dated November 25, 1940, and recorded December 2, 1940, in Book 147 of Official Records, page Filing #3431.

Micro Fiched

Witness our hands this 16th day of December, 1940

+ George Parish Green

+ Everett P. Green

S.P.T.L. Co. 2M 4-39

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro Fiched

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Jose M. & Doris Soto

FILED
NOV 12 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 69-211

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 37)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Jose M. & Doris Soto, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED-

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-205; and

SEE-AGREE-

Micro Fiched

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

MENT NO 1/

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Fiched

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

Micro Fiched

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

Micro Fiched

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

Micro Fiched

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

(SEAL)

OWNER

Original by Legal Dept.

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Filed Copy Signed

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Filed Copy Signed

NOTARY PUBLIC

My Commission Expires: _____

Jose M. & Dora Soto - Parcel No. 21-530-11

PARCEL 1:

The East half of the West half of the Northeast Quarter of Section 15, Township 9 North, Range 1 West, M. D. B. & M. EXCEPTING from the operation of this conveyance a strip of land 9 1/4 feet in width, off of the East side of the tract above described, which strip was heretofore conveyed by George Bourland to A. C. Freeman, et ux, by deed recorded in Book 77 of Deeds, at page 261.

PARCEL 2:

A portion of the Northwest Quarter of Section 27, Township 9 North, Range 1 West, M. D. B. & M., described as follows:

Beginning at a point on the South line of said Quarter Section distant North 89° 51' 06" East 192.39 feet from a 1 inch iron monument with 2 inch driving head which marks the West Quarter corner of said Section, said point of beginning being also in the center of an irrigation Ditch; thence from said point of beginning along said quarter section line South 89° 51' 06" West 132.38 feet to a point on the East line of the Southern Pacific Railroad Right of way; thence along said railroad right of way line and parallel to the West line of said quarter section, North 0° 59' 00" West 2617.58 feet to a point on the North line of said quarter section distant North 89° 06' 45" East 60.00 feet from a 1 inch steel monument with 2 inch driving head which marks the Northwest corner of said Section 27; thence along said North line of the Northwest Quarter of Section 27, North 89° 06' 45" East 608.61 feet to a point situate South 89° 06' 45" West 1980.42 feet from a 1½" Iron Pipe marking the North quarter corner of said Section 27, as shown on page 52 of Book 7 of Maps and Surveys, in the office of the Yolo County Recorder; thence South 0° 11' 00" East 1191.83 feet to a point in the center of said irrigation ditch above mentioned; thence along the center of said ditch South 25° 16' 14" West 519.93 feet; thence continuing along the center of said ditch South 12° 31' 55" West 703.85 feet; thence South 12° 17' 16" West 283.69 feet to the point of beginning containing 26.97 acres more or less.

PARCEL 3:

B

Micro Fiched

A portion of the Northwest Quarter of Section 27, Township 9 North, Range 1 West, M. D. B. & M., described as follows:

Beginning at a point on the South line of said Quarter Section distant North 89° 51' 06" East, 192.39 feet from a 1 inch iron monument with 2 inch driving head which marks the West Quarter corner of said Section, said point of beginning being also in the center of an irrigation ditch; thence along the center of said irrigation ditch North 12° 17' 16" East, 283.19 feet; thence leaving said ditch North 89° 32' 35" East, 318.92 feet; thence South 0° 19' 30" West, 258.74 feet to a point on the South line of said Northwest Quarter of Section 27; thence along said quarter section line South 89° 51' 06" West, 373.46 feet to the point of beginning, containing 2.05 acres, more or less.

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

Micro Fiched

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Percy A. & Lois E. Bourland

FILED
NOV 17 1969
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 69-212

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 37)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Percy A. & Lois E. Bourland, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED-

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-205; and

SEE-AGREEMENT

Micro Fiched

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

NO 71-95

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Filmed

Micro Filmed

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

Micro Filmed

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

Micro Fiched

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By BARBARA A. RODGERS
DEPUTY

OWNER

Original Filed Copy signed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Filed copy signed

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Filed copy signed

NOTARY PUBLIC

My Commission Expires: _____

Percy A. & Lois E. Bourland - Parcel No. 21-530-10

Description: The W½ of the W½ of the NE¼ of Section 15, T 9 N, R 1 W, M.D.B.&M.

Micro Etched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.

Micro Fiched

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

Micro Fiched

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Adelene D. Scott & Margaret S. Chapman

FILED

NOV 13 1969

LAURENCE P. HENIGAN, Clerk

By BARBARA A. ROGERS Deputy

AGREEMENT NO. 69-213

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 37)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Adelene D. Scott & Margaret S. Chapman, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED — SEE AGREEMENT NO. 96

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-205; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

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SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

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(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

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TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Filed Copy Signed

OWNER _____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 19 69, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Filed copy Signed

NOTARY PUBLIC

My Commission Expires: _____

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STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Filed copy Signed

NOTARY PUBLIC

My Commission Expires: _____

Adelene D. Scott & Margaret J. Chapman - Parcel No. 21-370-28

Description: The NW¼ of Section 9, T 9 N, R 1 W, M.D.B.&M.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

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10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

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18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FILED

NOV 12 1969

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. 69-213

WHEREAS, the CITY OF WOODLAND has requested an easement to construct and maintain underground pipelines and/or mains for water lines upon land owned by the COUNTY OF YOLO which is described as follows:

> That real property in the name of the County of Yolo and shown on the record of Survey Map filed in Book 9 of Maps and Surveys at page 41 of Yolo County Records; and excepting therefrom that property in the name of the City of Woodland and shown on the Record of Survey Map filed in Book 9 of Maps and Surveys at page 107 of Yolo County Records.

WHEREAS, it is in the best interest of the COUNTY OF YOLO to enter into an easement agreement respecting their rights and duties if such an easement is granted in the form as that agreement attached hereto marked "Agreement No. 69-221"; and

WHEREAS, the real property described in said attached agreement is not required for county use; and

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WHEREAS, this Board of Supervisors has caused notice of this intended action to be published pursuant to Government Code Section 6061 at least one week prior to this resolution in a newspaper of general circulation published in this County; and

WHEREAS, the Board of Supervisors of Yolo County finds that such an easement would be beneficial to the County of Yolo.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AND FOUND that each of the foregoing recitals is true and correct and that the Chairman of the Board of Supervisors is hereby authorized and directed to execute an easement agreement in the form as that agreement attached hereto marked "Agreement No. 69-221" on behalf of the County of Yolo and the Clerk of the Board of Supervisors is directed to record said easement agreement together with this resolution in the Official Records of the County Recorder of Yolo County when said agreement has been executed on behalf of the

City of Woodland.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 10th day of November, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

ARTHUR H. EDMONDS

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE F. HENIGAN, CLERK

BY GENE F. LUCAS DEPUTY

(SEAL)

Milton Russell

FILED
NOV 18 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-214

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 37)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Milton Russell, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-205, and

SEE AGREEMENT

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WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

NO. 71-92

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

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NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

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(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

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SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio. Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

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TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By BARBARA A. ROBERTS
DEPUTY

Original filed Copy Signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Filed copy signed

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Filed copy Signed

NOTARY PUBLIC

My Commission Expires: _____

Milton Russell - Parcel No. 21-370-34

Parcel No. 1 of the S.P. Russell Lands lying in the Northeast Quarter of Section Four (4), Township Nine (9) North, Range One (1) West, M. D. B. & M., according to the map or plat thereof on file and of record in the office of the County Recorder of Yolo County, California.

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EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.

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4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

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18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Kikuichi Matsumoto

FILED
DEC-4 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 69-215

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 37)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Kikuichi Matsumoto, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-205; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Fiched

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

Micro Fiched

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

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SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY. Micro Fiched

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

(SEAL)

OWNER

Original Filed
copy
sign

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said County and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original signed
Copy filed

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____ day of _____, 19__, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Original signed
Copy filed

Dated this _____ day of _____, 19__.

NOTARY PUBLIC

My Commission Expires: _____

Assessor's Parcel # 21-370-32-1 - Kikuichi Matsunoto

PARCEL 1: BEGINNING at a point 517 feet East from the Northwest corner of the Northeast quarter of Section 4, Township 9 North, Range 1 East, M.D.B.&M.; and running thence East along the North boundary of said quarter section 545 feet; thence South and parallel to the West boundary of said Quarter Section 943 feet to the center of Cottonwood Slough; thence up and along the center of said Slough to a point at right angles to, and 517 feet distant from, the said West boundary of said Quarter Section; thence North 1040 feet to the place of beginning, and containing 12.22 acreas of land.

PARCEL 2: BEGINNING at the Northwest corner of the Northeast Quarter of Section 4, Township 9 North, Range 1 West, M.D.B.&M., and running thence East along the North boundary of said Quarter Section 517 feet; thence South and parallel to the West boundary of said Quarter Section 1040 feet to the center of Cottonwood Slough; thence up and along the center of said Slough to said West boundary of said Quarter Section; thence North 1020 feet to the place of beginning, containing 12.22 acres of land.

PARCEL 3: Part of Lot 1 and all of Lot 2 of the Southeast Quarter of Section 33 in Township 10 North, Range 1 West, M.D.B.&M., bounded by a line commencing at the Southeast corner of said Section 33 and running thence West 160 rods; thence north to the South line of the Rancho Canada de Capay; thence Southeasterly along the Grant line to the Southeast corner of said Rancho; thence East along the fence to Lanbert & Company to the East line of said Section 33; thence South to the place of beginning, containing 17 acreas, more or less.

PARCEL 4: Parcels 2 and 3 of the S. P. Russell lands lying in the Northeast Quarter of Section 4, Township 9 North, Range 1 West, M.D.B.&M., according to the map thereof, filed for record in the office of the Yolo County Recorder, containing approximately 28.302 acres.

Part of Parcel 2 - East side of S.P. Railroad about 3.85 acres sold to Hartwig & Sons.

Micro Fiched

2000 sq. feet sold to Arvin S. and Terry T. Matsumoto by Road 23, part of Parcel 4, for homesite.

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.
11. Private garages, private parking areas, and private stables.
12. Roadside stands for the sale of agricultural products primarily grown in the local area.
13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.
14. Temporary landing strips appurtenant to a principal permitted use.
15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.
16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.
17. Public and private hunting clubs with no permanent buildings.
18. Electrical transmission substations, communications equipment buildings and public utility service yards.
19. Public and private hunting clubs with permanent buildings.
20. Agricultural labor camps.

Leila H. Hardy & Martha Hecke

FILED
NOV 17 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 69-216

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 37)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Leila H. Hardy & Martha Hecke, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED-

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-207; and

SEE AGREEMENT

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WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

No. 71-99

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

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SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

Micro Fiched

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

Micro Fiched

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

Micro Fiched

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By _____
ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By _____
DEPUTY

Original Filed Copy Signed

OWNER

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Filed
Copy signed

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____ _____, 19__, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Original Filed
Copy signed

Dated this _____ day of _____, 19__.

NOTARY PUBLIC

My Commission Expires: _____

Leila H. Hardy & Martha Hecke - Parcel No. 21-370-22

State of California , *and bounded and described as follows, to-wit:*

PARCEL I The SW¼ of the SE¼ and Lots 1 and 2 of the SE¼ of Section 32, Township Ten (10) North, Range One (1) West, M.D.M.

Lots Three (3) and Four (4) of the Southwest Quarter of Section Thirty-three (33), Township Ten (10) North, Range One (1) West, M.D.B. & M., containing 156.15 acres.

PARCEL II Beginning at the Northeast corner of Section Five (5), Township Nine (9) North, Range One (1) West, running thence West One Half Mile; thence South to the northwest corner of lands formerly belonging to J.A. Dearing; thence East along said Dearing's North line one half mile; thence North to the place of beginning. SAVING AND EXCEPTING, however, from said parcel last above described all that piece or parcel of land lying South of the center of Cottonwood Creek, said tract excepted and reserved being more particularly described as follows, to-wit:

Bounded on the North by Cottonwood Creek, East and South by Tadlock, and on the West by the County Road, and being in the Northeast Quarter (NE¼) of Section Five (5), Township Nine (9) North, Range One (1) West, M.D.B.M. and containing fifty acres, leaving in Parcel 2 hereby conveyed 53.85 acres, more or less.

This Deed is made subject to deed of trust for full value thereof, therefore no stamp is required.

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EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

Micro Fiched

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Kikuichi Matsumoto & Sons

FILED
NOV 24 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 69-217

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 37)

AMENDED-

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Kikuichi Matsumoto & Sons, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

SEE AGREE-

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-205; and

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MENT No. 2-

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a ~~food supply~~ for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

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WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

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SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

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(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

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SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

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(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

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TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Copy Signed + Filed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 19 69, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Filed copy signed

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

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On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Filed Copy signed

NOTARY PUBLIC

My Commission Expires: _____

Kikuishi Matsumoto & Sons

Beginning at the Northwest corner of said Section 4 and running thence along the North line of said Northwest Quarter, North 89° 54' 40" East 2639.42 feet to the Northeast Corner of said Quarter Section; thence along the East line of said Quarter Section, South 00° 09' 30" East 1020.00 feet to the centerline of Cottonwood Slough, thence along said centerline the following three

Being more particularly described as (Give complete accurate legal description of property including Assessor's Parcel Number):

(continued from above) courses: (1) South 87° 16' 25" West 224.68 feet; (2) North 86° 58' 00" West 218.72 feet; (3) North 89° 32' 20" West 2209.69 feet to the West line of said Section 4, thence along said section line, North 00° 22' 40" West 940.54 feet to the point of beginning and including 50.10 acres of land. Parcel #21-370-23 63-19

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EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

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10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

YOLO COUNTY
AGREEMENT NO. 69-218

PLAN OF OPERATION
SUPPLEMENTAL FOOD PROGRAM FOR HIGH RISK HEALTH GROUPS

THIS PLAN OF OPERATION by and between the California State Department of Education, State Educational Agency For Surplus Property, and the County of Yolo, a political subdivision,

W I T N E S S E T H :

Purpose

This Plan of Operation between the above agencies outlines policy and procedures concerning the donation of supplemental foods to persons in the County of Yolo.

Effective Date

This agreement becomes effective upon approval by all participating agencies.

Policy

It is the policy of the U.S. Department of Agriculture that selected foods be made available to individuals in low-income families who need them to prevent, correct or improve nutritional deficiencies. The determination of need for these foods will be made by public health personnel.

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The Supplemental Food Program will not be used as a means for furthering the political interest of any individual or party and that no discrimination will be made in the issuance of authorizations of supplemental food because of race, creed, color or national origin. Recipients receiving the special food under the Supplemental Food Program will not be required to make any payments in money, materials or services and they will not be solicited in connection with the Supplemental Food Program for voluntary cash contributions for any purpose.

Health Facility

The Yolo County Health Department (hereafter referred to as the Health Facility), is the official health agency for the County of Yolo and is located together with the Welfare Department at 10 Cottonwood Street, Woodland, California. The Health Facility is under the Supervision of the Yolo County Public Health Director. The Health Facility is a tax supported agency of the County of Yolo. The Health Facility employs Doctors and Nurses to provide health services for persons living in the County of Yolo. All persons living within Yolo County are eligible to receive free health services from the Health Facility. The Health Facility provides preventive and corrective health services, including maternal and child health care to residents of the County of Yolo.

Issuing Authorizations

Authorizations for supplemental food will be written by Physicians and Nurses of the Health Facility. Issuances of supplemental foods will be made only to persons in low-income groups, vulnerable to malnutrition, who are determined by the Health Facility Physicians and Nurses, to be in need of the nutrients contained in the supplemental food. The Health Facility's Physicians and Nurses will review the nutritional and medical needs of the recipients on a monthly basis to ascertain the continuing eligibility of persons to whom authorizations are issued. The directing physician will provide a list of factors which should receive special attention in determining the medical eligibility for authorizations. These factors are to be used as a guideline by all individuals issuing authorizations.

Eligibility

Persons in those groups in our population that are especially vulnerable to health problems resulting from general and continued hunger due to insufficient food--infants, preschool children, women during and 12 months after pregnancy are eligible to receive supplemental food if they have been determined eligible for aid under one or more of the following:

1. Persons receiving Public Assistance.
2. Persons eligible for the Food Stamp Program or Donated Commodities.
3. Persons receiving aid from AFDC.
4. Persons receiving aid from AB.
5. Persons receiving aid from ATD.
6. Persons receiving medical assistance under Title XIX.

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The estimated number of persons in the County of Yolo, that will be participating in the Supplemental Food Program is as follows:

Eligible Categories	Participation
1. Infants through three months of age.	15
2. Infants 4 months through 12 months of age.	35
3. Preschool Children 1 year through 5 years.	50
4. Women during and 12 months after Pregnancy.	25
TOTAL	125

Distribution

The County of Yolo, Department of Public Welfare will serve as the subdistributing agency for the storage and distribution of supplemental foods within the County of Yolo. The storage and distribution of supplemental foods shall be in accordance with the following:

Distribution (Cont'd)

1. The supplemental food will be stored and distributed at two locations (a) 350 "C" St., Broderick (b) In building on grounds at Yolo General Hospital.

2. Shipping and handling charges will be paid by the Department of Public Welfare in accordance with the existing rates of the California State Department of Education, State Educational Agency for Surplus Property.

3. Only employees of the Department of Public Welfare shall distribute supplemental foods, to the recipients.

4. If the recipients identity is not known by the distribution clerk, personal identification must be shown verifying identity of recipient.

5. Only the specified varieties and amounts of supplemental food shown on the authorization form will be distributed to identifiable recipients.

6. The storage and distribution of supplemental foods will be in accordance with the provisions of the California Agreement for Distribution of Donated Commodities (Exhibit C).

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7. Distribution will be financed by tax supported County Funds.

Forms, Accountability and Record Keeping

The Distribution Clerk will have the recipient or proxy sign the authorization form (Exhibit A) as having received the supplemental food. The signed authorization form will be retained in a monthly file. The Distribution Clerk distributing supplemental food will check the monthly file and ascertain that the recipient is not receiving more than one distribution of supplemental food each month. At the end of each months distribution the authorization forms will be removed from the monthly file and retained as part of its permanent distribution records for a period of three years from the close of the Federal Fiscal Year to which they pertain. The Department of Public Welfare will prepare and forward 4 copies of the Monthly Distribution Form (Exhibit B) to the California State Department of Education, State Educational Agency for Surplus Property.

Supervising Agency

The California State Department of Education, State Educational Agency for Surplus Property is the supervising agency for the Supplemental Food Program in the State of California. The California State Department of Education, State Educational Agency for Surplus Property will supervise and coordinate the shipping of the supplemental food. USDA and California Division of Surplus Property are authorized to inspect, at any reasonable time, the storage, distribution and accountability of the supplemental foods.

Liability and Losses

The County of Yolo Department of Public Welfare will assume the liability for the losses as outlined in Federal Regulations governing the Commodity Distribution Program. Out-of-condition commodities will be salvaged or destroyed in accordance with instructions received by the State Educational Agency for Surplus Property.

California State Department of Education
State Educational Agency for Surplus Property

BY:_____

DATE:_____

County of Yolo

BY: Arthur H. Edmonds
ARTHUR H. EDMONDS, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST: LAURENCE P. HENIGAN, CLERK

BY_____
PETE E. LUCAS, DEPUTY

Micro Fiched

MAX RAFFERTY
Superintendent of Public Instruction
and Director of Education

EVERETT T. CALVERT
Chief Deputy Superintendent

COLLIER McDERMON
Assistant Superintendent
(807 State Bldg.
Los Angeles 90012)

STATE OF CALIFORNIA
DEPARTMENT OF EDUCATION
721 CAPITOL MALL, SACRAMENTO, CALIFORNIA 95814

EUGENE GONZALES
Associate Superintendent, Chief,
Division of Instruction

RAY H. JOHNSON
Associate Superintendent, Chief,
Division of Public School Administration

CHARLES W. WATSON
Acting Chief
Division of Special Schools and Services

WILSON C. RILES
Director of Compensatory Education

September 16, 1969

County of Yolo
Department of Public Welfare
20 Cottonwood Street
Woodland, California 95695

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Gentlemen:

We have been advised by the United States Department of Agriculture, Food and Nutrition Service that your plan of operation for Supplemental Food Program has been approved and the program may operate with a maximum caseload of 125 persons. This maximum may not be exceeded without prior written approval from the U. S. D. A., Food and Nutrition Service Office.

Please sign the enclosed copies and return to this office. An approved copy will be returned for your files.

Sincerely yours,

W. A. Farrell

W. A. Farrell,
Chief Surplus Property Officer

WAF:DM:pm
Attach.

FILED
NOV 20 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. ROGERS
Deputy

AGREEMENT NO. 69-219

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 10th day of November, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and CHARLES A. WOERNER, M. D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and surgeon.

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2. COUNTY desires to retain PHYSICIAN'S services as a full time hospital-based physician at Yolo General Hospital.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients, emergency patients and out-patients of COUNTY at Yolo General Hospital as follows:
   a. That staff time of PHYSICIAN shall include in-patient, out-patient clinic and emergency services and care to patients in accordance with established schedules as determined by the Medical Director.
   b. The staff time of PHYSICIAN shall include hospital coverage of one week night per week on call from 5:00 P. M. to 8:00 A. M. and two week end days per month on call from 8:00 A. M. to 8:00 A. M.
2. In consideration of the mutual covenants and agreements herein

contained, COUNTY agrees as follows:

a. To pay PHYSICIAN the sum of $2,000 per month as compensation for services rendered pursuant to this agreement. On such occasions as there may be less than five (5) full time physicians available for duty, overtime shall be paid to PHYSICIAN at the rate of $10.00 per hour. Holidays shall be the same as designated in the Yolo County Personnel Ordinance.

b. To provide vacation time allowance to be accrued at the rate of one and one-fourth days for each month of service or major fraction thereof; such vacation time shall be allowed at the discretion of the Medical Director, but in no event prior to the expiration of six months' service. In the event this contract is terminated PHYSICIAN shall be paid for the unused portion of the accrued vacation.

c. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrence and $6,000,000 aggregate.

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3. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on November 17, 1969, and continue until written notice of cancellation is served by either party on the other, at least sixty (60) calendar days in advance of date of cancellation.

b. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and

functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

c. It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement on a full time basis as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a full time contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital, and PHYSICIAN agrees not to engage in the private practice of medicine during the effective life of this agreement.

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As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by PHYSICIAN for such patients in Yolo General Hospital during the term of this agreement will be

undertaken in PHYSICIAN'S capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

d. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

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COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST: LAWRENCE P. HENIGAN, CLERK

_____
DEPUTY

(SEAL)

_____
CHARLES A. WOERNER, M. D.

NOV 20 1969
LAURENCE P. HENIGAN
By Barbara Rodgers

AGREEMENT NO. 69-220

(AMENDMENT TO COMMUNITY-WIDE TRANSFER AGREEMENT)
BETWEEN
HOSPITALS AND EXTENDED CARE FACILITIES

HACIENDA CONVALESCENT HOSPITAL, INC. hereby agrees to adhere to and be bound by the provisions of County of Yolo Agreement No. 66-77 entitled "COMMUNITY-WIDE TRANSFER AGREEMENT BETWEEN HOSPITALS AND EXTENDED CARE FACILITIES", dated October 10, 1966, and filed with the Clerk on October 21, 1966.

Dated this 1st day of November, 1969.

HACIENDA CONVALESCENT HOSPITAL, INC.

BY _____
President

BY _____
Secretary

(SEAL)

Date Accepted: NOV 1 1969

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COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

AGREEMENT NO. 69-221

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of October, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, and the CITY OF WOODLAND, a political subdivision of the State of California,

W I T N E S S E T H:

WHEREAS, the COUNTY OF YOLO owns and has title to that real estate and real property located in the County of Yolo, State of California, described as follows:

> That real property in the name of the County of Yolo and shown on the record of Survey Map filed in Book 9 of Maps and Surveys at page 41 of Yolo County Records, excepting therefrom that property in the name of the City of Woodland and shown on the Record of Survey Map filed in Book 9 of Maps and Surveys at page 107 of Yolo County Records.

WHEREAS, the CITY OF WOODLAND desires to install water mains along said property.

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NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The COUNTY OF YOLO does hereby grant, assign and set set over to the CITY OF WOODLAND a permanent easement and right of way, including the perpetual right to enter upon the real estate hereinafter described, at any time that it may see fit, and construct, maintain and repair underground pipelines and/or mains for the purpose of conveying water under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines and/or mains, and further right to remove any obstructions interfering with the location, construction and maintenance of said pipelines and/or mains.

2. The easement and right of way hereby granted covers a strip of land 5 feet in width over and across the above described land, particularly described by metes and bounds, as follows:

A 5-foot strip of land located in the southwest quarter of Section 30, T. 10 N., R. 2 E., M.D.B. & M., more particularly described as follows:

Beginning at a point which bears South 89°29'37" East 30.00 feet from the northwest corner of that 6.111 Acre Parcel shown on Page 107 in Book 9 of Maps and Surveys, Yolo County, California; thence from said point of beginning North 0°13'12" East 501.81 feet to the north line of said southwest quarter; thence South 89°38'51" East 5.00 feet to a point; thence South 0°13'12" West 501.82 feet to a point; thence North 89°29'37" West 5.00 feet to the point of beginning.

3. The COUNTY OF YOLO shall fully use and enjoy the aforesaid premises, except as to the rights herein granted; and the CITY OF WOODLAND hereby agrees to hold and save the COUNTY OF YOLO harmless from any and all damage arising from its use of the right, easement, and right of way herein granted and agrees to pay any damage or damages which may arise to the property, premises, or rights of the COUNTY OF YOLO through the CITY OF WOODLAND'S use, occupation, and possession of the rights herein granted.

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4. Prior to the installation of said water main system, the CITY OF WOODLAND shall negotiate separately with any lessee in possession of said property to secure quit claim deed from said lessee and pay said lessee any crop damages caused by the said installation.

5. The CITY OF WOODLAND shall restore the property to as good a condition as existed prior to the said installation and any damages to facilities shall be repaired and/or replaced by said CITY OF WOODLAND after installation in a manner satisfactory to lessee in possession and the COUNTY OF YOLO.

6. The CITY OF WOODLAND shall allow the COUNTY OF YOLO to install or cause to be installed without charge water line connections to proposed water mains at such time as needs

demand such connection for as long as the property is in the ownership of the COUNTY OF YOLO.

7. The CITY OF WOODLAND shall assume full maintenance responsibility of the pipelines and/or mains after installation.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

CITY OF WOODLAND, a political subdivision of the State of California

Micro Fiched

BY _____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____ day of November, 1969, before me, the undersigned, a Notary Public, State of California, personally appeared ARTHUR H. EDMONDS and _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and _____ of the City of Woodland, respectively, and known to me to be the persons who executed the within instrument on behalf of said political subdivisions and acknowledged to me that such political subdivisions executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Micro Fiched

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER 26, 19 60, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

AUDREY J. HUNT
Notary Public - California
PRINCIPAL OFFICE IN
YOLO COUNTY

NOTARY PUBLIC

My Commission Expires: [illegible]

Micro Fiched

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19 _____, before me, the undersigned, a Notary Public in and for the said county and state personnally appeared _____, known to me to be the _____ of the City of Woodland, and also known to me to be the person who executed said document on behalf of the City of Woodland, and acknowledged to me that the City of Woodland executed the within instrument pursuant to a resolution of the Board of Supervisors of Yolo County.

Witness my hand and official seal the day and year first above appearing.

NOTARY PUBLIC

My Commission Expires: _____

Agreement No. 69-222

FILED
NOV 10 1969
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers

Woodland, California

November 4, , 1969

Alice Hennigan

Grantor

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 69-13 in the form of a Quit Claim Deed, covering the following described property:

> A portion of the "Pump Lot", as shown on the Map of Hennigan Ranch recorded October 28, 1919, in Book 4 of Maps and Surveys at page 48 in the Office of the Recorder of the County of Yolo, State of California, described as follows:
>
> The westerly 50 feet at right angle measurement and containing 0.34 acres more or less.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

Micro Fiched

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $30.00 for the property as conveyed by Quit Claim Deed No. 69-13 (Herein described) within sixty (60) days after date title to said property vests in the County of Yolo.

B. Pay all recording fees incurred in this transaction including documentary tax stamps, if required.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Alice Hennigan

Grantor

Recommended for Approval,

By

COUNTY OF YOLO

Arthur H Edmonds

Chairman, Board of Supervisors
County of Yolo, State of California

Micro Fiched

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Approved as to Form

Date

County Counsel of Yolo County

YOLO COUNTY AGREEMENT NO. 69-223

938053

EROX Service Agreement

Xerox shall provide Reproduction Services to Customer at installation address with the Equipment enumerated in section entitled "Equipment" and Customer shall accept such Reproduction Services upon the terms and conditions set forth herein and in accordance with Xerox' terms and conditions set forth in Xerox' published price list as revised from time to time.

This Service Agreement shall constitute the entire agreement between Customer and Xerox for Reproduction Services, irrespective of inconsistent or additional terms and conditions in Customer's purchase orders or other documents processed by Xerox.

Equipment remains property of Xerox which may supply either new or reconditioned equipment at its sole option.

Customer shall pay Equipment placement charges and Xerox or Customer shall pay shipping charges in accordance with terms and conditions set forth in Xerox' published price list. $26—

Qty.	Equipment
1	914 COPIER
	PLAN "C" PRICING

Customer Name and Billing Address	Installation Address	Equipment–Ship to Address
YOLO GENERAL HOSPITAL AUDITOR-CONTROLLER COURT HOUSE WOODLAND, CA 95695	YOLO GENERAL HOSPITAL 170 W. BEAMER ST. WOODLAND, CA 95695	YOLO GENERAL HOSPITAL % GLOBAL VAN & STORAGE 320 COMMERCE CIRCLE SACTO. CA

This Agreement may be terminated at any time by either party after the equipment has been in place for (0) days upon written notice of fifteen (15) ☑ thirty (30) ☐ days.

Customer
COUNTY OF YOLO

By: Arthur H. Smith
Chairman of Board of Supervisors

Xerox Corporation

By: [signature] Employee No. 1887

Date 11/6/69 Branch No. 570.0

Purchase Order Required ☐ Yes ☒ No - If Yes,
Purchase Order Number
Special Reference Number
Schedule Order
Period From To
Special Invoice Form Required ☐ Yes ☒ No

Delivery Information
Requested Delivery Date 11/24/69
Contact Mr. BAUER
Phone 662-2951 & 242
Delivery Priority N/A
Customer

Supply Order
☐ Attached ☐ Not Required

Tax Information
Tax Exempt ☐ Yes ☒ No ☐ N/A
Certificate Attached ☐ Yes ☐ No ☒ N/A ☐ Previously Submitted
Contract Number
Group No.

Form 49008 (4/69) Printed in U.S.A.

FILED
NOV 25 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-224

ARCHITECTURAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY, and FISHER, MOORE & STARR, (Alfred M. Fisher, Architect) hereinafter referred to as ARCHITECT,

W I T N E S S E T H:

WHEREAS, COUNTY contemplates the construction of an Animal Shelter on the South side of Gibson Road between Roads 101 and 102, in the County of Yolo, California, hereafter sometimes called SAID PROJECT; and

WHEREAS, COUNTY desires to employ the services of said ARCHITECT for preparation of preliminary plans, working drawings and specifications and cost estimates for said project;

NOW, THEREFORE, it is hereby mutually understood and agreed as follows:

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I. GENERAL

COUNTY engages ARCHITECT to furnish the services hereinafter mentioned, at and for the compensation herein stipulated, and ARCHITECT accepts said engagement upon all of the terms and conditions hereinafter set forth.

II. DEFINITION

For the purposes of this agreement the following definitions are accepted and approved by the parties hereto:

A. "Preliminary Plans": Drawings or prints thereof, prepared by the ARCHITECT for approval by the Board of Supervisors prior to preparation of working drawings and specifications and consisting of floor plans and elevations, and other drawings necessary to illustrate the work to be done in the preparation of working drawings.

B. "Working Drawings and Specifications": Working drawings and specifications shall consist of the complete and accurate set of architectural, structural engineering, mechanical, electrical and plumbing drawings dimensioned and noted as required, which clearly indicate all parts of the work and detailed specifications required to describe the entire improvement, complete with all appurtenant improvements, including, but not necessarily limited to, the general plot plan, utility plan, grading plan, automobile parking plan, exterior lighting, concrete work, carpentry, plastering, heating, ventilating, electrical, plumbing, painting, roofing, tile work, hardware, landscaping, and sprinkler systems.

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III. DUTIES OF ARCHITECT.

The ARCHITECT shall:

A. When and as requested, meet with the Board of Supervisors, the County Executive, and the County Public Works Director to accomplish the planning and preliminary studies of said project.

B. Prepare preliminary plans and preliminary cost estimates based upon the request of the Board of Supervisors and present same to the County Executive, and to the Board of Supervisors for review and approval.

C. After approval of preliminary plans and preliminary cost estimates, prepare detailed working drawings and specifications, necessary for the award of a contract and for the construction of said project. Working drawings and specifications shall conform to the minimum requirements of the Uniform Building Code (1967 Edition), the Uniform Electrical Code (1968 Edition), the Uniform Plumbing Code (1967 Edition) and the Uniform Mechanical Code (1967 Edition), as said Codes have been adopted and amended by COUNTY, and

the ARCHITECT shall secure the approval of County Engineer and County Building Inspector of said working drawings and specifications, and thereafter:

1. Furnish and deliver to COUNTY structural engineering calculations in connection with design of said project.
2. Furnish and deliver to COUNTY detailed specifications. ARCHITECT also shall prepare in accordance with samples furnished by COUNTY, the forms of agreement, performance bond, labor and materials bond, proposal and general conditions in form acceptable to the County Counsel and Board of Supervisors for said project.
3. Furnish and deliver to COUNTY final cost estimates based upon the completed plans and specifications for said project, and broken down under the terms of construction itemized in Paragraph II (B).
4. Furnish and deliver to the COUNTY at the completion of the project a complete set of transparent reproducible drawings showing as built conditions based upon data provided by COUNTY. Micro Fiched
5. Perform all services necessary and proper in connection with award of contracts, and if contract is awarded, perform all services necessary and proper in checking shop drawings; issuance of certificates of payment; and verification of construction accounts; provide general supervision and administration of work of construction; make occasional visits to site during construction as necessary for progress of work.
6. Perform such other duties as may be necessary or proper and which are usually performed by an architect for the successful completion of said work of construction of the project.

IV. DATA AND SERVICES TO BE PROVIDED BY COUNTY:

The following data and services will be furnished without cost to ARCHITECT by COUNTY when and as requested in writing by ARCHITECT:

A. Site survey including topographic details.

B. Any soil tests reasonably required by ARCHITECT.

C. Records and maps available in COUNTY'S files or any other such information to aid ARCHITECT in his studies for successfully planning and designing of the project.

D. Sample forms of agreement, performance bond, labor and materials bond, proposal, and general conditions, all of which shall be revised as necessary by the ARCHITECT and incorporated in the specifications.

V. PAYMENTS BY COUNTY

A. Upon completion by ARCHITECT and approval by the Board of Supervisors of the services required under Paragraphs III (A) and III (B), COUNTY shall pay to ARCHITECT a sum equal to one and one-half percent (1-1/2%) of preliminary cost estimate.

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B. Upon the award of the contract for construction of said project pursuant to the working drawings and specifications, COUNTY shall pay to ARCHITECT a sum sufficient when added to the previous payment provided for under sub-paragraph A above, to equal four and one-half percent (4-1/2%) of the bid of the successful bid or bidders upon such award.

C. Thereafter, upon acceptance by the COUNTY of the completed project constructed pursuant to such drawings and specifications and completion by ARCHITECT of all services to be performed hereunder by ARCHITECT, the COUNTY shall pay to ARCHITECT a sum sufficient when added to the previous payments made under sub-paragraphs (A) and (B) above to equal six percent (6%) of the total final cost of construction of said project. The total final cost for the purpose of this

sub-paragraph C shall include debits and credits on any Change Orders issued and approved by COUNTY during the period of construction. ARCHITECT agrees to accept such six percent (6%) of the total final cost as whole compensation for all services rendered by ARCHITECT which may be due under this agreement.

VI. REVISIONS

ARCHITECT, in addition to all the foregoing, agrees:

A. To prepare such working drawings and specifications so the ARCHITECT'S final estimate shall not exceed by more than ten percent (10%) of his preliminary cost estimate, after adjustment as hereafter provided in sub-paragraphs D and E.

B. That in the event that the lowest acceptable responsible bid received pursuant to any of ARCHITECT'S working plans and specifications, exceeds by more than fifteen percent (15%) ARCHITECT'S preliminary cost estimate after adjustment as hereafter provided in sub-paragraphs D and E, then ARCHITECT agrees to provide all necessary additional services including, if necessary, redesigning of the entire proposed structure, at no additional cost to the COUNTY, in order to prepare new sets of working plans and specifications and to provide the services in connection therewith, specified in paragraph III (C) above, until an acceptable responsible bid has been received by COUNTY, for construction of said project within fifteen (15%) percent of the ARCHITECT'S preliminary cost estimate. Micro Fiched

C. The time allowed ARCHITECT to so redesign and to furnish new or revised working drawings and specifications in the event of the failure of the COUNTY to receive an acceptable responsible bid in conformity with the limitations of sub-paragraph VI (B) shall not exceed forty-five (45) calendar days after notification of the ARCHITECT by the COUNTY of

such fact.

D. If COUNTY requests a change or changes from the preliminary plans accepted by it, as to the type of structure to be built, or the area thereof, or the type of construction, or equipment required therein, or in any other particular, and by such change, it is impossible for the ARCHITECT to remain within the above mentioned ten (10) and fifteen (15) percent limitations of Paragraphs A and B, if ARCHITECT notifies the COUNTY in writing within five (5) days of each change requested by the COUNTY indicating the increase in construction cost which would be occasioned thereby and COUNTY thereafter directs such change or changes in writing, then but only to the extent of such increases such ten (10) and fifteen (15) percent limitations may be exceeded for the purposes of sub-paragraphs A and B of this Paragraph VI. If such change or changes shall require additional work or services on the part of the ARCHITECT, he shall, before commencing work on the change or changes, notify the COUNTY of the amount of additional charges which will be involved, and obtain approval, in writing, from the COUNTY of such additional charges.

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E. Any escalation in building costs between the time of the acceptance of the preliminary plans by COUNTY and the actual opening of bids shall be added to the preliminary cost estimate of ARCHITECT for the purpose of computing said ten (10) and fifteen (15) percent limitations referred to in sub-paragraphs VI (A) and VI (B). The Engineering News Record's Cost Index shall be used as the criterion to determine such increase in cost.

F. Should COUNTY determine not to order the ARCHITECT to redesign the structure or prepare new sets of working plans and specifications after failure of the COUNTY to receive

an acceptable responsible bid within said fifteen percent (15%) limitation, then in that event, the preliminary cost estimate shall become and be the final basis for calculation of fees to be paid the ARCHITECT, and ARCHITECT shall be entitled to receive as full compensation for services under this agreement, a sum sufficient when added to the previous payment provided for under Paragraph V (A) above, to equal four and one-half percent (4-1/2%) of the preliminary cost estimate.

G. In the event that the lowest acceptable responsible bid does not exceed the preliminary cost estimate by more than fifteen percent (15%), as described in sub-paragraph VI (B) and the COUNTY shall nonetheless order changes in design or construction thereafter, the COUNTY shall pay to the ARCHITECT an amount for such extra expense and services of ARCHITECT as may be agreed upon between the parties prior to the making of such revisions.

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H. If for any reason the project is not submitted for bids for construction, prior to six (6) months after delivery to the COUNTY of the approved working drawings and specifications, the preliminary estimate shall become and be the final basis for calculation of fees to be paid the ARCHITECT and ARCHITECT shall be entitled to receive a full compensation for services under this agreement, a sum sufficient when added to the previous payment provided for under Paragraph V (A) above, to equal four and one-half percent (4-1/2%) of the preliminary cost estimate.

I. Should any part or all work as shown on approved final drawings and specifications be eliminated or abandoned either before or after bids have been received, due to lack of funds or for any other reason, or should COUNTY reject all bids even though the lowest acceptable responsible bid

does not exceed the fifteen percent (15%) limitation of Paragraph VI (B), except, however, for work eliminated pursuant to preparation of new sets of working plans and specifications by ARCHITECT pursuant to Paragraph VI (B) then with respect to such eliminated or abandoned work COUNTY shall pay to ARCHITECT four and one-half percent (4-1/2%) of preliminary cost estimate for such eliminated work and this shall constitute payment in full to ARCHITECT for the portion of the work eliminated or abandoned.

VII. ARCHITECT agrees to complete and deliver the services required under Paragraph III excluding the services required under Paragraphs III (C) (4), III (C) (5) and III (C) (6), on or before the expiration of seventy (70) calendar days from the date of written notice to proceed given by COUNTY.

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VIII. The plans and specifications shall bear the name of ARCHITECT, and Structural Engineer, Mechanical Engineer, and Electrical Engineer, where applicable, together with his certificate number.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 17th day of November, 1969.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

FISHER, MOORE & STARR

BY _____
ALFRED M. FISHER, ARCHITECT

FILED
DEC - 8 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69- 225

(Agreement Amending Day Care Agreement)

THIS AGREEMENT made and entered into this 24th day of November, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC., a non-profit corporation, hereinafter referred to as DAY CARE,

W I T N E S S E T H:

RECITALS:

1. Heretofore on or about March 1st, 1969, the parties made and entered into Agreement No. 69-26 for the provision of day care services.
2. The term of said agreement was extended by Agreement No. 69-91 for a term commencing on July 1st, 1969, and terminating on June 30th, 1970.
3. Said agreement as amended provides for compensation to DAY CARE measured by its costs incurred but not to exceed a certain monthly limit.
4. The costs incurred in operating a day care program are not uniform for each month and the parties hereto desire to provide for an averaging of monthly costs.

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AGREEMENTS:

1. Paragraph 2a of said Agreement No. 69-26 as amended by Agreement No. 69-91 is hereby amended to read as follows:

a. To pay monthly to DAY CARE an amount computed as follows:

1) Its costs incurred in providing such services not to exceed the monthly limit.

2) To the extent the monthly limit is not expended in

any month of a fiscal year, the remaining unexpended limit may be carried forward for its use during any remaining month of the fiscal year.

3) The monthly limit is $2500.

4) Under no circumstances shall the COUNTY be obligated to pay any more than twelve times the monthly limits for services rendered during any fiscal year.

5) A fiscal year commences on July 1st of each year and ends on the next succeeding June 30th.

2. DAY CARE may carry forward unexpended monthly limits from the months commencing on or after July 1st, 1969 in the manner set forth herein.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Micro Richard

ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC., a non-profit corporation

BY _____
President

BY _____
Executive Director

FILED
DEC 10 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 69-226

(Agreement Amending Day Care Agreement)

THIS AGREEMENT made and entered into this 24th day of November, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA, INC., a non-profit corporation, hereinafter referred to as DAY CARE,

W I T N E S S E T H:

RECITALS:

1. Heretofore on or about March 1st, 1969, the parties made and entered into Agreement No. 69-27 for the provision of day care services.

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2. The term of said agreement was extended by Agreement No. 69-93 for a term commencing on July 1st, 1969, and terminating on June 30th, 1970.
3. Said agreement as amended provides for compensation to DAY CARE measured by its costs incurred but not to exceed a certain monthly limit.
4. The costs incurred in operating a day care program are not uniform for each month and the parties hereto desire to provide for an averaging of monthly costs.

AGREEMENTS:

1. Paragraph 2a of said Agreement No. 69-27 as amended by Agreement No. 69-93 is hereby amended to read as follows:
   a. To pay monthly to DAY CARE an amount computed as follows:
      1) Its costs incurred in providing such services not to exceed the monthly limit.
      2) To the extent the monthly limit is not expended in

any month of a fiscal year, the remaining unexpended limit may be carried forward for its use during any remaining month of the fiscal year.

3) The monthly limit is $2500.

4) Under no circumstances shall the COUNTY be obligated to pay any more than twelve times the monthly limits for services rendered during any fiscal year.

5) A fiscal year commences on July 1st of each year and ends on the next succeeding June 30th.

2. DAY CARE may carry forward unexpended monthly limits from the months commencing on or after July 1st, 1969 in the manner set forth herein.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Micro Fiched

COUNTY OF YOLO, a political subdivision

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA, INC., a non-profit corporation

BY _____
President

BY _____
Secretary

9-59
(Approved as to form by General Counsel, September 22, 1959)

SOUTHERN PACIFIC COMPANY

C.S. 3403

YOLO COUNTY AGREEMENT NO. SP-2247

SUBTENANCY AGREEMENT

Supplemental to Lease Audit No. 161735

This Agreement, made this 14th day of January 1970, by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation, first party, herein called "Railroad," CLIFFORD W. GARRISON, an individual,

second party, herein called "Lessee," and

COUNTY OF YOLO, a political subdivision of the State of California,

third party, herein called "Sub-lessee."

RECITALS:

Railroad, by lease dated the 8th day of September 1969, leased to Lessee certain premises of Railroad at or near Esparto, County of Yolo, State of California, for maintenance and use of Lessee-owned improvement and surrounding ground area for the storage of farm equipment.

Said lease is now in full force and effect and by this reference made a part of this agreement. Said lease provides that Lessee shall not underlease or sublet said premises, or any part thereof, or assign said lease or any interest therein, without the written consent of Railroad.

Lessee and Sub-lessee desire that Railroad consent to a sublease of the portion of said premises indicated on the attached print.

AGREEMENT:

1. Railroad hereby consents to said sublease, provided that Sub-lessee shall be bound by each and every covenant and condition contained in said lease.

2. Sub-lessee agrees to perform all the covenants and conditions contained in said lease to be performed by Lessee, (except, however, the payment of rental to be made by Lessee to Railroad) and hereby agrees to be and is bound by each and every covenant and condition contained in said lease.

It is agreed that in the event the sublease covers only a portion of said premises, the obligation of the Sub-lessee to perform the covenants and conditions in said lease shall apply only to the portion of the said premises occupied by Sub-lessee.

3. It is understood and agreed by all of the parties hereto that neither the subleasing of said premises nor anything contained in this agreement shall release Lessee from its obligation to perform and be bound by all of the covenants and conditions contained in said lease.

4. It is understood and agreed that Sub-lessee shall use said premises for the operation of a public library.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate the day and year first herein written.

FILED
FEB 10 1970
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

WITNESSED BY:

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By K Harrison
Superintendent

Clifford W. Garrison
(See Note) Clifford W. Garrison Lessee

COUNTY OF YOLO

By
(Title)
CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

(See Note) Sub-lessee

NOTE—If a corporation, agreement should be executed by an authorized officer thereof and his title indicated; otherwise signature should be witnessed by an employee of Railroad if practicable, if not, by a disinterested party.

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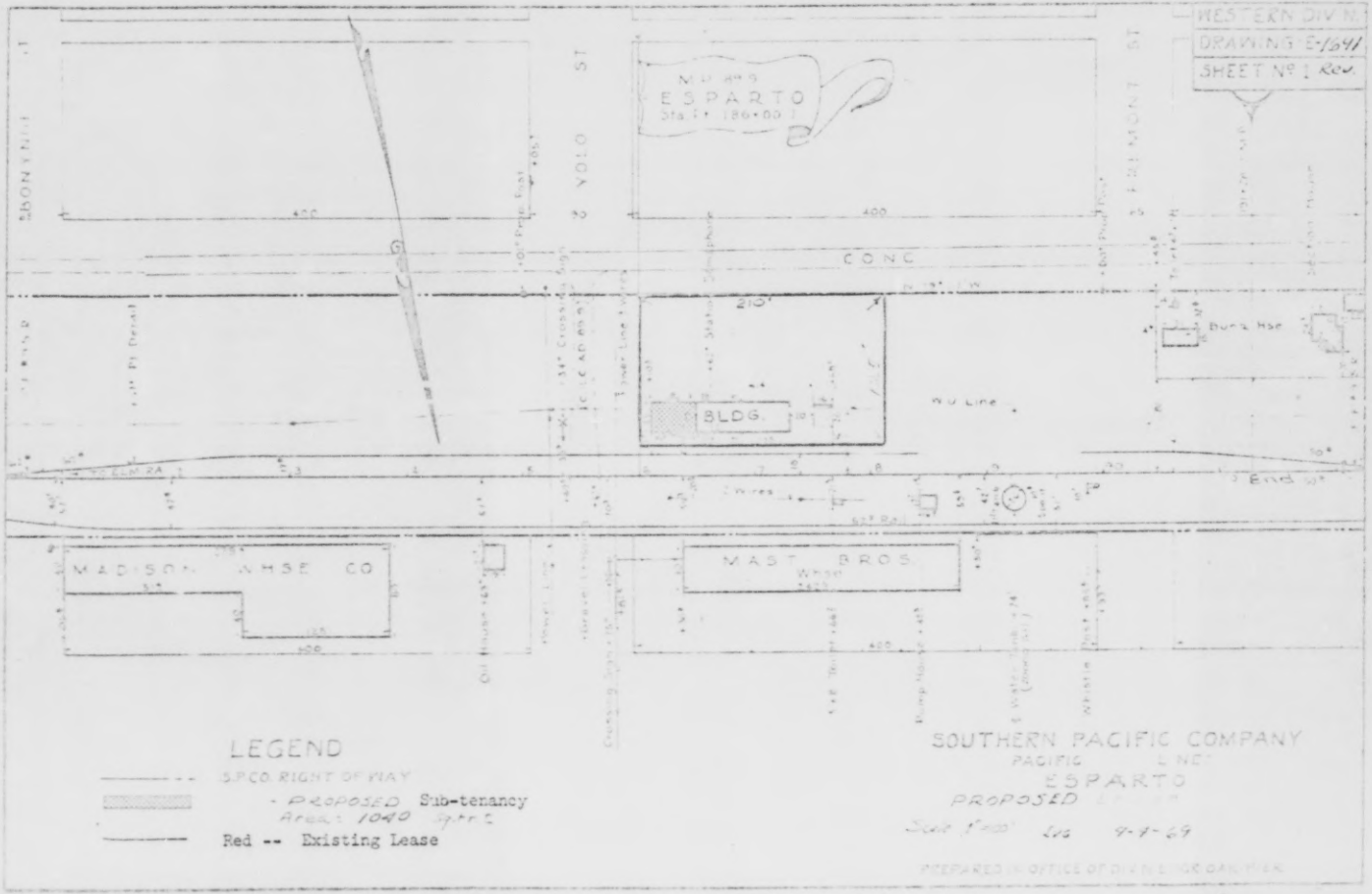

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER 26, 1960, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

AUDREY J. LUNT
Notary Public - California
PRINCIPAL OFFICE IN
YOLO COUNTY

Audrey J. Lunt
NOTARY PUBLIC

My Commission Expires: 12-24-73

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KAISER FOUNDATION HEALTH PLAN, INC.

A Nonprofit Corporation
Northern California Region

YOLO COUNTY
AGREEMENT NO. 69-228

FILED
DEC - 1 1969
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT
1969 AMENDMENTS

XEROX COPY

Group No. 1030

AMENDMENT 1-1969 MONTHLY CHARGES

The Face Sheet of the Agreement is amended to delete the Table of Coverage and Periodic Payments shown thereon and to substitute the following:

Coverage and Periodic Payments: This table shows the coverages and periodic payments under this Agreement.
If the Subscriber has:—No family Dependents, the periodic payment is the amount in Column A;
—One Family Dependent, the periodic payment is the sum of the amounts in Columns A and B;
—Two or more Family Dependents, the periodic payment is the sum of the amounts in Columns A, B and C.

			A Subscriber	B First Dependent	C All Other Dependents
Member Under Age 65	Coverage		B	B	B
	Periodic Payment		$ 12.38	$ 12.36	$ 10.72
Member Age 65 or Older and Entitled to Benefits Under:	Both Parts of Medicare	Coverage	Medicare M-B	Medicare M-B	
		Periodic Payment	$ 6.36	$ 6.36	
		Less a credit of	$ -0-	$ -0-	
	One Part or No Part of Medicare	Coverage	B	B	
		Periodic Payment	$ 12.38	$ 12.36	

AMENDMENT 2-1969

Section J-2 of each Benefit Schedule is amended by increasing "$300.00" to "$1,000.00".

Micro Fiched

AMENDMENT 3-1969 OUT-OF-AREA BENEFIT

Sections L-2 and L-3 of each Benefit Schedule are amended by increasing "$500.00" to "$1,000.00".

Executed at Oakland, California to take effect
as of February 1, 1970

Date November 6, 1969

KAISER FOUNDATION HEALTH PLAN, INC.
A California nonprofit corporation

By: Frank C. Jones
Authorized Representative, Northern California

Group No.

Accepted DECEMBER 1, 1969
County of Yolo
Court House - Auditor's Office
Woodland, California

By: Clifford W. Edmonds
CHAIRMAN, BOARD OF SUPERVISORS,

By: COUNTY OF YOLO, STATE OF CALIFORNIA

FILED

JAN - 9 1970

LAURENCE P. HENIGAN, Clerk

By PETE E. LUCAS Deputy

AGREEMENT NO. 69-229

(Agreement for Receiving Home for Dependent and Neglected Children)

THIS AGREEMENT by and between the County of Yolo, a political subdivision, hereinafter called COUNTY, and JAMES GRIFFIS and JOANNE GRIFFIS, hereinafter called CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. COUNTY desires by contract to provide emergency shelter care for children who cannot remain in their own homes in accordance with Chapter 30-300, Regulations of the California State Department of Social Welfare;
2. COUNTY desires by contract to provide care for neglected, abused, exploited or potentially delinquent children outside their own homes when necessary in accordance with Chapter 30-100 of said Regulations;
3. COUNTY desires by contract to provide emergency shelter care for dependent children of the Juvenile Court;
4. CONTRACTOR desires to provide such care.

Micro Fiched

AGREEMENTS:

1. CONTRACTOR shall at all times during the term of this agreement provide and keep available at Route 3, Box 630, Woodland, California, the total of not less than six (6) boarding home accommodations for children who are under the supervision or care of the COUNTY. CONTRACTOR shall render boarding home care exclusive of clothing and medical care to all children so placed in accordance with CONTRACTOR'S license and departmental policies, and shall furnish such service exclusively to the COUNTY and its departments.
2. CONTRACTOR reserves the right to refuse or accept or to require

the removal of any child, who, in the opinion of the CONTRACTOR is so unmanageable that his reception and care by the CONTRACTOR would cause substantial injury or peril to its operation. Requests for removal shall be made by the CONTRACTOR to the County Welfare Department.

3. CONTRACTOR shall maintain records available to the County Welfare Department, the name, date, time, placing department and other indicated information for each child placed with the CONTRACTOR by the Welfare Department and for each such child discharged from the CONTRACTOR'S premises.

4. In consideration of the performance of the foregoing services, COUNTY shall pay to CONTRACTOR the sum of ONE THOUSAND FIVE HUNDRED ($1,500.00) DOLLARS per month in two equal installments upon presentation of a claim for each half month's service.

5. COUNTY will not make payments to CONTRACTOR for any period of time during which the home is not available for placement of children by reason of incapacity, illness, death, absence from the home, existence of unsuitable conditions, or for any other cause, and the amount payable to CONTRACTOR hereunder shall be reduced in the sum of FIFTY ($50.00) DOLLARS for each day the home is not so available.

Micro Fiched

6. CONTRACTOR shall promptly notify COUNTY of any expected absence from the home, change of conditions, or other circumstance which might affect the suitability or availability of the home for placement of children, and any other change in circumstance of CONTRACTOR or the home which the County Welfare Department shall require to be reported.

7. CONTRACTOR shall not be entitled to the remuneration provided herein during any period of failure to comply with the terms of this agreement.

8. CONTRACTOR will at any time immediately surrender any child pursuant to this agreement to the person designated by the

County Welfare Director upon his request.

9. The term of this agreement shall commence on December 1, 1969, and shall terminate on June 30, 1970.

10. IT IS HEREBY MUTUALLY AGREED by and between the parties hereto that CONTRACTOR is an independent contractor under this agreement and is not an agent or employee of COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year herein written.

DATED: December 8, 1969.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Micro Filmed

Original Filed
Copy all
signed
+ Filed
Jan 9, 1970

CONTRACTOR:

_____
JAMES GRIFFIS

_____
JOANN GRIFFIS

FILED
DEC 15 1969
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 69-230

THIS AGREEMENT made and entered into this 15th day of December, 1969, by and between NORMA H. GLENN, also known as NORMA H. HENM, hereinafter referred to as HENM, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

RECITALS:

1. HENM and COUNTY have entered into an agreement dated June 22nd, 1964, Agreement No. 64-62, for a non-exclusive lease of certain real property to COUNTY for county dump purposes.
2. The term of the agreement is for a period ending on June 30th, 1969, with an option for renewal for an additional five years.
3. On March 10th, 1969, the Board of Supervisors of COUNTY made its decision to exercise the option for the additional five years.
4. The parties hereto desire to modify the terms of Agreement No. 64-62 as hereinafter set forth.

Micro Fiched

AGREEMENTS:

1. Paragraph 2 of Agreement No. 64-62 is hereby amended to read as follows:

   2. HENM agrees that during the term of this agreement said real property may be used for county dump purposes and may be known as a county dump and said dump shall be available to the county, its officers and employees, servants and agents for the disposal of county garbage and refuse, and shall be available for the disposal of

refuse only by members of the general public residing in the County of Yolo east of the Yolo By-Pass without charge except for commercial operations as herein defined.

2. Except as hereinabove set forth, the terms and conditions of Agreement No. 64-62 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Micro Fiched

_____
NORMA H. GLENN, aka NORMA H. HENRY

FILED
FEB - 5 1970
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 69- 231

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between C. W. Maderious, c/o Lois O. Maderious, Executor for the Estate of C. Warner Maderious _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 38 _____, heretofore established by the County by Resolution No. 69-228 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-228 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
C. W. MADERIOUS
3483 SPRING HILL ROAD
LAFAYETTE, CALIF.

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY_____
DEPUTY

(SEAL)

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

Micro Fiched

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

C. W. Maderious - Parcel Nos 21-360-29 & 30

160 acres of unimproved farm land located approximately 3 miles east of Madison, bounded on the west by the Clear Lake Irrigation ditch, on the north by County Road 25, and the south by County Road 25-A.

Parcel #21-360-30-1, Code Area 63-19, consisting of 120 acres of land described as: The North one-half of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 12, Township 9 North, Range 1 West, M.D.B.&M.

Parcel #21-360-29-1, Code Area 63-19, consisting of 40 acres of land described as: The Southwest Quarter of the Northwest Quarter of Section 12, Township 9 North, Range 1 West, M.D.B.&M.

Micro Filmed

NAME, ADDRESS AND PHONE NO. OF ATTORNEY

BERNARD F. CUMMINS
COX & CUMMINS
Attorneys at Law
Court and Mellus Streets
Martinez, California 94553
Telephone: (415) 228-7300

Attorney S for Executrix

SPACE BELOW FOR USE OF COURT CLERK ONLY

FILED

JAN 23 1970

W. T. PAASCH, County Clerk
CONTRA COSTA COUNTY
BY L. CROWE Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

Estate of

CUTHBERT WARNER MADERIOUS,
Deceased

No. 37017

LETTERS TESTAMENTARY

State of California, County of Contra Costa:

The last will of the above named decedent having been proved in the above entitled court,

LOIS O. MADERIOUS,

who is (IS/ARE) named therein as such is (IS/ARE) hereby appointed executrix thereof.

Witness, WALTER T. PAASCH, clerk of the above entitled court, with the seal of the court affixed.

Dated January 23, 1970

(SEAL)

By order of the court.
WALTER T. PAASCH, Clerk

By L. CROWE, Deputy Clerk

AFFIRMATION

I solemnly affirm that I will perform according to law the duties of executrix of the last will of the above named decedent.

Micro Fiched

Executed on January 23, 1970 (DATE), at Martinez (PLACE), California.

Lois O Maderious

LOIS O. MADERIOUS

CERTIFICATION

I hereby certify that the foregoing is a correct copy of the original on file in my office, and that said letters have not been revoked, annulled or set aside, and are still in full force and effect.

Dated JAN 23 1970

(SEAL)

WALTER T. PAASCH, Clerk

By L. Crowe, Deputy Clerk

AGREEMENT NO. 69- 232

FILED
FEB - 2 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER 1969, by and between John H. & A. Beverly Corcoran _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 38 _____, heretofore established by the County by Resolution No. 69-228 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

Micro Fiched

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-228 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
JOHN H. + A. BEVERLY CORCORAN
Rt. 1, Box 908-A
WOODLAND, CALIF.

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

Micro Fiched

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

OWNER

Original Copy Signed + Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Copy Signed & Filed

_____
NOTARY PUBLIC
My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

Original Copy Signed & Filed

Micro Fiched

_____
NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"

John H. & A. Beverly Corcoran - Parcel No. 21-360-64

PARCEL I: A portion of the Northwest Quarter of Section 2, Township 9 North, Range 1 West, M.D.B. & M., described as follows: COMMENCING 1212 feet North from the Southwest corner of the North half of the North half of Section 2, Township 9 North, Range 1 West, M.D.B. & M., and running thence North 89° East 1089 feet to the point of commencement; thence running South 1200 feet; thence North 89° East to the East line of the West half of the Northwest Quarter of said Section 2; thence North along the East line of said West half of the Northwest Quarter of said Section 2, 1200 feet; thence South 89° West to the point of commencement and containing 6.36 acres, more or less.

PARCEL II: A portion of the Northwest Quarter of Section 2, Township 9 North, Range 1 West, M.D.B. & M. COMMENCING 1212 feet North from the Southwest corner of the North half of the North half of Section 2, Township 9 North, Range 1 West, M.D.B. & M., and running thence South 800 feet to a point 412 feet North from said Southwest corner of the North half of the North half of said Section 2; thence North 89° East 1089 feet to a point; thence North 800 feet to a point; thence South 89° West 1089 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the State of California, by deed dated January 2, 1958, recorded March 7, 1958, in Book 536 of Official Records, at page 353.

PARCEL III: A portion of the Northwest Quarter of Section 2, Township 9 North, Range 1 West, M.D.B. & M. BEGINNING 1212 feet North from the Southwest corner of the North half of the North half of Section 2, Township 9 North, Range 1 West, M.D.B. & M., and running thence South 800 feet to the true point of beginning; thence from said true point of beginning, South 400 feet; thence North 89° East 1089 feet; thence North 400 feet; thence South 89° West 1089 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the State of California, by deed dated January 2, 1958, recorded March 7, 1958, in Book 536 of Official Records, at page 353.

Micro Filmed

FILED
JAN 27 1970
LAURENCE P. [illegible]
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 69- 233

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between E. M. Fitts _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 38 _____, heretofore established by the County by Resolution No. 69-228 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

Micro Fiched

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-233 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
E.M. Fitts
Rt. 1 Box 190
Woodland, Calif.

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

Micro Fiched

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Original Copy + Fitts Signed

OWNER

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

Micro Fiched

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

E. M. Fitts - Parcel No. 21-360-66

The N½ of the SW¼ of Section 2, T9N, R1W, M.D.B.&M., containing 71.61 acres, more or less.

Micro Fiched

FILED
JAN 27 1970
LAURENCE P. HENIGAN, Clerk
By.....BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69- 234

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between Kenneth Rheingans _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 38 _____, heretofore established by the County by Resolution No. 69-228 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

Micro Filmed

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. _____, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
KENNETH RHEINGANS
606 ROE ROAD
PARADISE, CALIF.

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

Micro Fiched

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Original Signed & Filed

OWNER

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

Micro Fiched

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Kenneth Rheingans - Parcel Nos. 21-360-69, 75 & 76.

July 23, 1942, in Map Book 2, pages 23 and 24.

#

All that certain real property situate in the County of Yolo, State of California, and more particularly described as follows:

The East Half of the Northwest Quarter of Section 11, Township 9 North, Range 1 West, M. D. B. & M., State of California, described as follows:

The Southwest Quarter of Section 11, Township 9 North, Range 1 West, M. D. B. & M.

EXCEPTING THEREFROM the West one-half of the Southwest Quarter of the Southwest Quarter conveyed to T. B. Reese and wife, by deed dated January 20, 1905, recorded in Book 63 of Deeds, at page 576.

ALSO EXCEPTING THEREFROM the following:

(a) That portion conveyed to Heidrick Farms Inc., a corporation, by deed dated August 18, 1958, recorded September 4, 1958, in Book 550 of Official Records, at page 299.
(b) That portion conveyed to the State of California, by deed dated August 18, 1958, recorded October 3, 1958, in Book 552 of Official Records, at page 410.
(c) That portion conveyed to Elizabeth Dole, by deed dated August 18, 1958, recorded October 16, 1958, in Book 555 of Official Records, at page 289.

All that real property in the County of Yolo, State of California, described as follows:

An undivided one half interest in the following described property:

The West one half of the Northeast Quarter of Section 11, Township 9 North, Range 1 West, M. D. B. & M.

Micro Fiched

JOHN A. YOUNG
ATTORNEY AT LAW
BAILEY BUILDING
WOODLAND, CALIFORNIA

EX A

AGREEMENT NO. 69-235

FILED
FEB 11 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between Viola James, Fred Heidrick, Trustee, and Milton James, Trustee of the Estate of L. C. James, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 38, heretofore established by the County by Resolution No. 69-228 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

Micro Fiched

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-228 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

VIOLA JAMES FRED HEIDRICK, TRUSTEE, +
C/O FRED HEIDRICK MILTON JAMES TRUSTEE
Rt. 1 Box 1215
WOODLAND, CALIF.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

Micro Fiched

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY_____
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

Micro Fiched

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Viola James, Fred Heidrick, Trustee, & Milton James, Trustee

Parcel No. 21-360-25

The E½ of the SE¼ of Section 2, and the SE¼ of the SE¼ of Section 2, T9N, R1W, M.D.B.&M., and the SW¼ of Section 1, T9N, R1W, M.D.B.&M., containing 400 acres.

Parcel No. 21-360-33

The SE¼ of Section 1, T9N, R1W, M.D.B.&M., containing 160 acres.

Parcel No. 21-360-67

PARCEL 4

The West half of the Northwest Quarter of Section 2, T9N, R1W, M.D.B. & M.

EXCEPT THEREFROM the following described property:

Commencing 1212 feet North from the Southwest corner of the North half of the North half of said Section 2, and running thence North 89° East to the East line of the West half of the Northwest Quarter of said Section 2; thence South along the East line of the West half of the Northwest Quarter of said Section 2, a distance of 1200 feet; thence North 89° West to the West line of said Section 2, thence North along the West line of said Section 2, 1200 feet to the point of commencement.

ALSO EXCEPTING THEREFROM that portion of said land conveyed to the State of California in Deed recorded July 24, 1958, book 547, page 154, Official Records.

Micro Filmed

AGREEMENT NO. 69-236

FILED
FEB 11 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between Fred & Helen Heidrick _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 38, heretofore established by the County by Resolution No. 69-228 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

Micro Filmed

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-228 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

FRED & HELEN HEIDRICK
Rt. 1, Box 1215
WOODLAND, CALIF.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Original Copy Signed & Filed

Micro Fiched

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC
My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC
My Commission Expires: _____

Original Copy Filed

Micro Filmed

EXHIBIT "A"

Fred & Helen Heidrick

Parcel No. 21-360-28

The E½ of the SE¼ of Section 11, and the W½ of the SW¼ of Section 12 and the westerly 20 rods of the E½ of the SW¼ of Section 12, T9N, R1W, M.D.B.&M., containing 180 acres.

Parcel No. 21-360-34

The NE¼ of Section 12, T9N, R1W, M.D.B.&M., containing 160 acres.

Parcel No. 21-360-85

The E½ of the NW¼ and the W½ of the NE¼ of Section 2, T9N, R1W, M.D.B.&M., except therefrom the following described pro-

Beginning at a point which bears S. 89° 45' 15" W. 220.00 feet from the North ¼ Corner of Section 2, T9N, R1W, M.D.B. & M.; thence S 00° 55' W. 387.05 feet; thence West 338.30 Feet; thence N. 00° 55' E. 385.60 feet to the North line of Said Section 2; thence along said Section line N. 89° 45' 15" E. 338.83 feet to the point of beginning containing 3.00 Acres of land.

Beginning at the Northwest corner of the Northeast Quarter of Section 2, T9N, R1W, thence east along the North line of said Section 2, being also the center line of Yolo County Road 24, 309.00 feet; thence S. 0° 55' W. 388.00 feet; thence West 529.00 feet; thence N. 0° 55' E. 387.05 feet to the North line of the Northwest quarter of said Section 2; thence N. 89° 45' 15" E. along said North line of said Northwest quarter of Section 2, 220.00 feet to the point of beginning, consisting of 4.71 acres of land.

Micro. Fiched

AGREEMENT NO. 69- 237

FILED
FEB 11 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. ROSS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER 1969, by and between Joe A. Heidrick & Edith Heidrick, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 36, heretofore established by the County by Resolution No. 69-228 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

Micro Fiched

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-228 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

JOE A. HEIDRICK
Rt. 1, Box 1215
WOODLAND, CALIF.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY_____
DEPUTY

(SEAL)

OWNER

_____

Micro Fiched

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

Micro Fiched

EXHIBIT "A"

Joe A. Heidrick - Parcel Nos. 21-360-58 & 59

the second part ies , all the real property situated in the County

of Yolo, State of California, described as follows:

PARCEL 1: Commencing at the Southeast corner of Section 12, Township 9 North, Range 1 West, MDB&M, and running thence West along the South line of said Section a distance of 220 rods; thence North 160 rods; thence East 220 rods; thence South along the East line of said Section 160 rods to the point of commencement, TOGETHER with a right of way for drainage purposes over the Northerly and Southerly boundaries of the South one-half of Section 7, Township 9 North, Range 1 East, as granted by H. L. Fredericks, et ux, to Thomas H. Folwell, et al. EXCEPTING THEREFROM the following: Beginning at a point on the South line of Section 12, Township 9 North, Range 1 West, MDB&M, 45 rods Westerly from the Southeast corner of said Section, running thence West 40 rods; thence at right angles North 160 rods; thence at right angles East 40 rods; thence at right angles South 160 rods to the place of beginning.

PARCEL 2: Beginning at a point on the South line of Section 12, Township 9 North, Range 1 West, MDB&M, 45 rods Westerly from the Southeast corner of said Section; running thence West 40 rods; thence at right angles North 160 rods; thence at right angles East 40 rods; thence at right angles South 160 rods to the place of beginning, TOGETHER WITH a right of way for drainage purposes over the Northerly and Southerly boundaries of the South one-half of Section 7, Township 9 North, Range 1 East, as granted by H. L. Fredericks and Victoria Fredericks to Beryl Ross Maltman, Minnola M. O'Brien and Thomas H. Folwell.

EXCEPTING FROM Parcels 1 and 2 an undivided one-half interest in and to all oil, gas and mineral rights unto WALTER O. DAVIS AND KATHRYN A. DAVIS, for a period of ten years from June 26, 1957.

Micro Fiched

FILED

FEB 11 1970

LAURENCE P. HENIGAN, Clerk

By BARBARA A. ROGERS Deputy

AGREEMENT NO. 69- 228

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between **Heidrick Associates, a partnership** c/o Glen H. Crowell and Fred Heidrick Jr., Fred Heidrick & Joe Heidrick hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 38, heretofore established by the County by Resolution No. 69-228 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

Micro Fiched

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-228 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

HEIDRICK ASSOCIATES, A PARTNERSHIP.
C/O FRED HEIDRICK
Rt. 1 Box 1215
WOODLAND, CALIF.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY_____
DEPUTY

(SEAL)

Original Copy Signed & Filed

Micro Fiched

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

Micro Filmed

EXHIBIT "A"

Heidrick Associates, a partnership, - Parcel No. 24-010-64

Description: All of Sectibn 6, T9N, RlW, M.D.B.&M., containing 699.46 acres

Micro Fiched

FILED
JAN 27 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-239

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between Elizabeth A. Payne _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. (Addition to Preserve No. 4), heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. 69-230, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

Micro Fiched

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-230 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
ELIZABETH A. PAYNE
220 BARTLETT AVE
WOODLAND, CALIF.

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

Micro Fiched

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Original Copy Signed Elizabeth Payne

OWNER

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____ day of _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

Micro Filmed

EXHIBIT "A"

Elizabeth A. Payne - 27-020-07

All that portion of Lot D lying northerly of the centerline of Cache Creek of C. Nelson Land and Stock Company, as shown in Book 4 of Maps and Surveys, at Page 32, containing 340.9 acres, more or less.

Micro Filmed

AGREEMENT NO. 69- 240

FILED
FEB - 2 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER 19 69, by and between Wesley P. Reiff _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. (Addition to Preserve No. 4), heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. 69-230, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

Micro Fiched

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-230 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
WESLEY P. REIFF
Rt. 2, Box 640
WOODLAND, CALIF. 95695

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Micro Filmed

Original copy signed & filed

OWNER

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

Micro Fiched

"EXHIBIT A"

Wesley P. Reiff

Parcel #	Acres	Description	Assessor's Parcel Number
1.	252	General: North and South sides of County Road 17, West side of County Road 102.	27-020-38-1

Legal: Lots 18 and 25, T. F. Laugenour Estate Lands, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on December 30, 1918, in Book 4 of Maps, and Surveys, at page 43.

EXCEPTING from Lot 25 all that portion thereof conveyed to P. N. Ashley by deed dated July 27, 1938, and recorded July 27, 1938, in Book 117 of Official Records, at page 75, and containing 1.16 acres.

ALSO EXCEPTING from Lot 25 the following parcel: BEGINNING at a point which is situated south 0° 57' east 25.00 feet and south 89° 49' west 35.37 feet from an iron monument marking the northwest corner of Section 11 Township 10 North Range 2 East, M. D. B. & M., said point also being the northeast corner of Lot 25 as the same is shown on said map of T. F. LAUGENOUR ESTATE LANDS, and running thence from said point of beginning south 6° 11' 30" west 198.26 feet, thence south 0° 57' east 2043.84 feet, thence along a curve to the right with a radius of 418.15 feet and a central angle of 25° 09' 30" a distance of 183.60 feet, thence south 24° 12' 30" west 103.35 feet, thence along a curve to the left with a radius of 502.00 feet, a central angle of 23° 52' 30" a distance of 82.29 feet to a point on said curve, thence north 1° 12' 20" east 2591.39 feet to a point on the south line of County Road 17, thence north 89° 49' east along said south line of the County Road 39.63 feet to the point of beginning containing 3.48 acres of land more or less.

***

Micro Filmed

AGREEMENT NO. 69- 241

FILED
JAN 27 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between J. L. Borba _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. (Addition to Preserve No. 21), heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. 69-232 filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

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WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-232 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

J. L. BORBA.
Rt. 1 Box 207
WINTERS, CALIF.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

OWNER

Original Copy Signed & Filed

Micro Filmed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____ day of _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

Original Copy Signed & Filed

Micro Filmed

EXHIBIT "A"

J. L. Borba - Parcel No. 21-540-24

Description: The North one-quarter of Section 36, T9N, R1W, M.D.B.&M.

FILED
JAN 27 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69- 242

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between ~~Carmel G. Hamilton~~ _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. ~~(Addition to Preserve No. 21)~~, heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. 69-232, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

Micro Fiched

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-232 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

CARMEL G. HAMILTON
Rt. 1, Box 405
WOODLAND, CALIF.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

OWNER

Micro Filmed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC
My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC
My Commission Expires: _____

Micro Filmed

EXHIBIT "A"

Carmel G. Hamilton - Parcel Nos. 21-540-23 & 25

Description: The SE¼ of the SE¼ of Section 25, T9N, R1W, and the NE¼ of Section 36, T9N, R1W, M.D.B.&M.

Micro Fiched

AGREEMENT NO. 69-243

FILED
JAN 27 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER 19 69, by and between Frank B. & Alice M. Knolle, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 40, heretofore established by the County by Resolution No. 69-234 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

Micro Fiched

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-234 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
FRANK B + ALICE M. KNOLLE
Star Rt, Box 56-A
BROOKS, CALIF.

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Micro Filmed

Original Copy Signed + Filed

OWNER

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

Micro Filmed

EXHIBIT "A"

Frank B. & Alice M. Knolle - Parcel No. 18-562-11

RESERVING however unto the Grantors a life estate in the following described portion of the premises above described:

A parcel consisting of 1½ acres commencing at a point on the North boundary of the above described premises 2,477 feet East of the center of State Highway 16 thence from said point in a generally Southerly direction perpendicular to the North boundary of the above described property a distance of 330 feet thence in a generally Easterly direction parallel to said North boundary of the above described property a distance of 198 feet, thence Northerly perpendicular to said North boundary of the above described property a distance of 330 feet; thence Westerly along said North boundary of the above described property a distance of 198 feet to the point of beginning, containing 1½ acres more or less, together with the dwelling and structures thereon situated, together with an easement for pedestrian and vehicular purposes over and across the above described property on the existing roadways thereon for purposes of access from public roads and highways to the 1½ acre parcel in which a life estate is herein reserved, said life estate to continue until the death of the survivor of Grantors, at which time all of the reserved interest of Grantors in the said 1½ acre parcel and easements herein referred to shall cease and terminate.

DATED: March 25, 1965

Frank J. B. Knolle

Alice M. Knolle

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 29th day of March, 1965, before me the undersigned, a Notary Public, in and for said State, personally appeared FRANK J. B. KNOLLE and ALICE M. KNOLLE, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Ethel B. Manthey

My commission expires [illegible]

ETHEL B. MANTHEY
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA

4116

Micro Filmed

BOOK 753 PAGE 300

AGREEMENT NO. 69- 244

FILED
JAN 27 1970
LAURENCE P. HENIGAN, Clerk
By....BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this _____ day of _____, 19___, by and between George F. & Lily Knolle _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 40 _____, heretofore established by the County by Resolution No. 69-234 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 64-234 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
GEORGE E. & LILY KNOLLE
STAR ROUTE, BOX 56-A
BROOKS, CALIF.

Micro Fiched

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO
Wm. E. DUNCAN

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK
BARBARA A. RODGERS

BY_____
DEPUTY

(SEAL)

Original Signed & Filed

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

Return to:

Mr. & Mrs. George F. Knolle
Star Route, Box 50A
Brooks, California

EXHIBIT "A"

INDEXED

VOL. [illegible] PAGE 299
OFFICIAL RECORDS
RECORDED AT REQUEST OF
WESTERN TITLE GUAR. CO.
YOLO CO. DIVISION
MAR 3 0 1965
AT 45 Min. Past 11 O'clock A.M.
YOLO COUNTY, CALIFORNIA
Recorder
$2.80

GRANT DEED

George F. & Lily Knolle - Parcel No. 18-562-12

For value received FRANK J. B. KNOLLE and ALICE M. KNOLLE,

his wife

GRANT to GEORGE F. KNOLLE and LILLY M. KNOLLE, husband and wife,

all that real property situate in the County of Yolo, State of California, described as follows:

A portion of the Rancho Canada de Capay, described as follows:

Beginning at a stone monument marking the Northwesterly corner of Lot 16 of the Rhodes & Sweitzer Tract as shown on the map filed in Map Book 1 page 18, Yolo County Records, and running thence South 49 deg. 03' E. along the westerly line of said Lot 16, 290.90 feet; thence leaving said lot line N. 17 deg. 07' E., 50.10 feet and N. 77 deg. 30' E. 139.50 feet to the Northerly line of the aforementioned Rhodes & Sweitzer Tract; thence along said Northerly line the following courses and distances:

South 45 deg. 04' E., 4.80 feet
South 62 deg. 04' E., 210.00 feet
North 71 deg. 11' E., 200.00 feet
North 50 deg. 11' E., 110.00 feet
South 88 deg. 11' E., 65.00 feet
South 46 deg. 49' E., 50.00 feet
South 34 deg. 49' E., 150.00 feet
South 50 deg. 49' E., 175.00 feet
South 38 deg. 49' E., 150.00 feet
North 77 deg. 49' E., 60.00 feet
North 29 deg. 11' E., 60.00 feet
North 45 deg. 46' E., 120.00 feet
North 68 deg. 16' E., 170.00 feet
North 88 deg. 46' E., 160.00 feet
North 55 deg. 46' E., 112.00 feet
South 71 deg. 16' E., 120.00 feet
North 61 deg. 03' E., 61.00 feet
North 46 deg. 01' E., 277.00 feet
North 0 deg. 31' E., 200.00 feet
North 42 deg. 31' E., 92.00 feet
South 40 deg. 22' E., 341.60 feet
North 36 deg. 45' E., 633.60 feet
South 82 deg. 45' E., 799.40 feet to the low water channel of Cache Creek; thence up and along the said low water channel North 20 deg. 59' W., 1198.80 feet; thence North 03 deg. 57' E., 1060.00 feet; and North 23 deg. 51' W. 608.00 feet; thence leaving the low water channel of Cache Creek South 77 deg. 39' W., 4270.00 feet to an iron monument in the center of California State Highway No. 16 and shown on the map filed in Maps & Surveys, Book 7 at page 20; thence South 24 deg. 06' E., along the said highway 1802.25 feet; thence leaving highway South 82 deg. 37' E.,

Micro Fiched

BK 765 PG 299

57.02 feet; thence South 62 deg. 22' E., 198.00 feet; thence South 7 deg. 08' E., 314.80 feet; thence South 36 deg. 53' E., 139.44 feet; thence South 41 deg. 01' W., 18.63 feet to the point of beginning, containing 250.57 acres of land, more or less.

EXCEPTING THEREFROM 0.69 of an acre, conveyed to the State of California, by deed dated May 11, 1953, and recorded October 21, 1953, in Book 405 of Official Records, at page 238.

RESERVING however unto the Grantors a life estate in the following described portion of the premises above described:

A parcel consisting of 1½ acres commencing at a point on the North boundary of the above described premises 2,477 feet East of the center of State Highway 16 thence from said point in a generally Southerly direction perpendicular to the North boundary of the above described property a distance of 330 feet thence in a generally Easterly direction parallel to said North boundary of the above described property a distance of 198 feet, thence Northerly perpendicular to said North boundary of the above described property a distance of 330 feet; thence Westerly along said North boundary of the above described property a distance of 198 feet to the point of beginning, containing 1½ acres more or less, together with the dwelling and structures thereon situated, together with an easement for pedestrian and vehicular purposes over and across the above described property on the existing roadways thereon for purposes of access from public roads and highways to the 1½ acre parcel in which a life estate is herein reserved, said life estate to continue until the death of the survivor of Grantors, at which time all of the reserved interest of Grantors in the said 1½ acre parcel and easements herein referred to shall cease and terminate.

DATED: March 25, 1965

Micro Fiched

Frank B Knolle

Alice M Knolle

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 29th day of March, 1965, before me the undersigned, a Notary Public, in and for said State, personally appeared FRANK J. B. KNOLLE and ALICE M. KNOLLE, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Ethel B. Manthey

My commission expires [illegible]

ETHEL B. MANTHEY
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA

BOOK 753 PAGE 300

FILED
JAN 27 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

AGREEMENT NO. 69- 245

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER 1969, by and between Chester D. Parker _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 42 _____, heretofore established by the County by Resolution No. 69-236 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-236 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
CHESTER D. PARKER
P.O. BOX 114
ESPARTO, CALIF.

Micro Fiched

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

Wm. E. DUNCAN

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BARBARA A. RODGERS

BY_____
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC
My Commission Expires:_____

Original Copy Returned & Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"

Property Owner: Chester D. Parker

Parcel No. 21-370-60

The S½ of the N½ and the N½ of the S½ of the SE¼ of Section 7, T9N, R1W,, M.D.B.&M.

Micro Fiched

AGREEMENT NO. 69- 246

(Endorsed) Filed JAN 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this day of DECEMBER, 1969, by and between William G. & Jean Black, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 42, heretofore established by the County by Resolution No. 69-236 filed in the Office of the County Recorder of Yolo County on JANUARY 7, 1970, and recorded in Volume 931 of Official Records at Page 320, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-236 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

William G. & Jean Black
P.O. Box 2530
Sole Dad, Calif.

Micro Fiched

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

OWNER Original Copy Signed & Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Copy Signed - Filed

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

Original Copy Filed & Signed

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Property Owners: William G. Black & Jean Black

Parcel Nos. 21-390-09; 21-390-10; and 21-390-11 being more particularly described as follows:

The SW¼ and the S½ of the SE¼ of the NW¼ of Section 35, T10N, R2W, M.D.B.&M., containing 60 acres, more or less.

Micro Fiched

AGREEMENT NO. 69- 247

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER 19 69, by and between V. M. Nissen, C. R. Nissen, Jr., V. N. Phillips, and C. R. Nissen, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 42, heretofore established by the County by Resolution No. 69-236 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-236 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
V.M. NISSEN, C.R. NISSEN JR., V.N. PHILLIPS & C.R. NISSEN
C/O VIRGINIA M. NISSEN
ESPARTO, CALIFORNIA

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY_____
DEPUTY

(SEAL)

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Property Owners: V. M. Nissen, C. R. Nissen, Jr., V. N. Phillips, and C. R. Nissen

Parcel No. 21-390-07

The S½ of the NE¼ and the SE¼ of Section 34, T10N, R2W, MD.B.&M., containing 240 acres.

Micro Filmed

AGREEMENT NO. 69- 246

FILED
JAN 27 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER 1969, by and between Lillian W. Colburn _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 42 _____, heretofore established by the County by Resolution No. 69-236 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-236 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
LILLIAN COLBURN
48 JEFFERSON STREET
WOODLAND, CALIFORNIA

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

Wm. E. DUNCAN

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Espires: _____

EXHIBIT"A"

Property Owner: Lillian W. Colburn

Parcel Nos. 21-510-09; 21-520-02; 21-520-03; and 21-520-04 being more particularly described as follows:

The NE¼ of Section 24, T9N, R2W, and the N½ and the SE¼ of Section 19, and the NE¼ of Section 20, T9N, R1W, M.D.B.&M., containing 797 acres, more or less.

Micro Fiched

FILED
FEB - 2 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69- 249

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER 1969, by and between Floyd B. & Anna C. Rice _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 42 , heretofore established by the County by Resolution No. 69-236 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-236, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

~~FLOYD B. RICE~~ + ANNA C. RICE
~~NORTHRIDGE,~~ 175 EAST SECOND AVE
~~CALIFORNIA.~~ CHICO, CALIFORNIA

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

OWNER

Original Copy Signed & Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

Micro Fiched

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Property Owners: Floyd B. & Anna C. Rice

Parcel No. 21-520-08

The N½ and the SW¼ of Section 17, T9N, R1W, MD.B.&M., containing 480 acres.

Micro Fiched

AGREEMENT NO. 69- 250

FILED
FEB 11 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 19 69, by and between ~~Wells Fargo Bank N.A.,~~ ~~a~~ Trustees of S. H. Cowell Foundation, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 42, heretofore established by the County by Resolution No. 69-236 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-236 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
WELLS FARGO BANK NA. Co-TRUSTEE OF
S.H. COWELL FOUNDATION
464 CALIFORNIA STREET
SAN FRANCISCO, CALIFORNIA.

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC
My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"

Applicant: Wells Fargo Bank N.A., Co-Trustee of S.H. Cowell Foundation

LEGAL DESCRIPTION

The South one-half (S 1/2) and the North-west one-quarter (NW 1/4) of Section Three (3); all of Section Four (4); all of Section Five (5); the North-east one-quarter (NE 1/4), the East half (E 1/2) of the South-east one-quarter (SE 1/4) and the North-west one-quarter (NW 1/4) of the South-east one-quarter (SE 1/4) of Section Six (6); the North one-half (N 1/2) of Section Eight (8); the North one-half (N 1/2) of Section Nine (9); the North one-half (N 1/2) of Section Ten (10); and the Northwest one-quarter (NW 1/4) of Section Eleven (11) - all in Township Nine (9) North, Range Two (2) West, Mount Diablo Base and Meridian.

The South-east one-quarter (SE 1/4) of Section Thirty-one (31); the Southeast one-quarter (SE 1/4), the East half (E 1/2) and the West Half (W 1/2) of the Southwest one-quarter (SW 1/4) of Section Thirty-two (32); the South one-half (S1/2) of Section Thirty-three (33); and the Southwest one-quarter (SW 1/4) of Section Thirty-four (34) - all in Township Ten (10) North, Range Two (2) West, Mount Diablo Base and Meridian.

The Fractional South 1/2 of Section Nineteen (19); All of Section Twenty-Nine (29); The North 1/2 and the South-west 1/4 of Section Thirty (30); The North 1/2 of Section Thirty-two (32); The North-west 1/4 of Section Thirty-three (33) all in Township Ten (10) North, Range Two (2) West; and the North-east 1/4 of Section Twenty-five (25) Township Ten (10) North, Range Three (3) West; containing in all 1785 acres more or less.

E. 1/2 of S.W. 1/4 and Lot 7 of Section 6; S.E. 1/4 and S. 1/2 of N.E. 1/4 and E. 1/2 of W. 1/2, and Lots 1, 2, 3 and 4 of Section 7; S.E. 1/4 and N. 1/2 of S.W. 1/4 and S.E. 1/4 of S.W. 1/4 and S.W. 1/4 of S.E. 1/4 of Section 8; S. 1/2 of Section 9; S.1/2 of S.E. 1/4 and N.E. 1/4 of S.E. 1/4 of Section 10; S.1/2 of Section 11; S.W. 1/4 of Section 12; W.1/2 of Section 13; All of Section 14; All of Section 15; All of Section 16; All of Section 17; N.E. 1/4 and N. 1/2 of S. 1/2; S.E. 1/4 of S.W. 1/4 and S. 1/2 of S.E. 1/4; S.W. 1/4 of N.W. 1/4 and E. 1/2 of N.W. 1/4 and Lots 1 and 4 of Section 18; E. 1/2 and S.E. 1/4 of S.W. 1/4 of Section 19; All of Section 20 All of Section 21; All ofSection 22; All of Section 23; N.W. 1/4 of Section 24; All in Township 9 North, Range 2 West, M. D. B. & M.

Micro Fiched

Also all rights of way and easements reserved in that certain Deed, dated December 24, 1913 between Elma S. Rice and Arthur Scott, parties of the first part and Clarence Scott, party of the second part and recorded in Book 83 of Deeds at Page 618, Records of Yolo County, California.

SEE ATTACHED EXHIBIT "B" FOR PARCEL NOS.

EXHIBIT "B"

S. H. COWELL FOUNDATION PARCEL #

21 - 390 - 01
450 - 08
470 - 01
470 - 03
470 - 04
470 - 07
470 - 08
470 - 09
470 - 10
470 - 11
470 - 12
480 - 01
480 - 03
480 - 04
480 - 05
480 - 09
500 - 03
500 - 04
21 - 500 - 05
500 - 06
500 - 07
500 - 08
500 - 09
510 - 01
510 - 02
510 - 03
510 - 04
510 - 05
510 - 08
690 - 01
690 - 02
690 - 09
690 - 10
690 - 11
720 - 16

Micro Fiched

FILED
JAN 27 1970
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 69- 251

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER 1969, by and between ~~Adelene D. Scott and Margaret S. Chapman~~ _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 42 _____, heretofore established by the County by Resolution No. 69-236 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-236 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

ADELINE Scott + DOROTHY CHAPMAN
Rt. 1, Box 214
WINTERS, CALIFORNIA.

Micro Fiched

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

Wm. E. DUNCAN

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BARBARA A. RODGERS

BY_____
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

Micro Fiched

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Property Owners: Adelene D. Scott and Margaret S. Chapman

Parcel No. 21-490-07

The SE¼ of Section 13, T9N, R3W, MD.B.&M., containing 160 acres.

Micro Fiched

AGREEMENT NO. 69- 252

(Endorsed) Filed JAN 20 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15TH day of DECEMBER, 1969, by and between F. W. and Grace Nissen _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 42, heretofore established by the County by Resolution No. 69-236 filed in the Office of the County Recorder of Yolo County on JANUARY 7, 1970, and recorded in Volume 931 of Official Records at Page 320, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-236 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

F.W. AND GRACE NISSEN
Rt. 1, Box 275
ESPARTO, CALIFORNIA

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

OWNER

Original Copy Signed + Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Copy Signed - Filed

_____
NOTARY PUBLIC
My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

Original Copy Signed - Filed

_____
NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"

F. W. & Grace Nissen - Parcel No. 21-390-02

all that real property situate in the

County of Yolo , State of California, described as follows:

PARCEL I: Beginning at the southwest corner of the north half of the northeast quarter of Section thirty four and running thence North twenty-six chains and twenty feet, thence east ten chains and forty-seven and one-half feet; thence south twenty- eight chains and twelve feet, thence west ten chains and forty-seven and one-half feet to the place of beginning, being a portion of the north half of the northeast quarter of Section thirty-four (34) and a portion of Lot Four (4) in Section twenty-seven (27), in Township ten north of Range two west, Mount Diablo Meridian, containing about twenty-nine (29) acres, being the same property described in a deed from Robert Clooney to R. B. Nissen, dated February 3rd, 1885, and recorded in the office of the County Recorder of the County of Yolo, State of California, in Book 38 of Deeds, at page 106.

PARCEL II: The Northwest one-quarter (NW¼) of Section Thirty-four (34), Township Ten (10) north, Range Two (2) West, M.D.B. & M.

Micro Fiched

AGREEMENT NO. 69- 253

FILED
JAN 27 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between Thomas Ferro, Jr., Helen Ferro, and Donald A. Ferro, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 42, heretofore established by the County by Resolution No. 69-236 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-236 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
THOMAS FERRO, JR., HELEN FERRO, AND
DONALD A. FERRO
Rt. 4 Box 975
WOODLAND, CALIFORNIA

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A

Property Owners: Thomas Ferro, Jr., Helen Ferro and Donald A. Ferro

Parcel Nos. 21-370-79; 21-520-05; 21-520-50; and 21-510-07 being more particularly described as follows:

The SW¼ of Section 7, and the NW¼ and the S½ of Section 18, T9N, R1W, and the SE¼ of Section 13, T9N, R2W, M.D.B.&M., containing 778 acres, more or less.

Micro Fiched

AGREEMENT NO. 69- 254

(Endorsed) Filed JAN 20 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between Oscar M. Durst _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41 _____, heretofore established by the County by Resolution No. 69-338 filed in the Office of the County Recorder of Yolo County on JANUARY 7, 1970, and recorded in Volume 931 of Official Records at Page 332, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
OSCAR M. DURST
BOX 180
CAPAY, CALIFORNIA

Micro Fiched

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

OWNER

Original Copy Signed + Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Copy Signed - Filed

_____
NOTARY PUBLIC

My Commission Expires:_____

Micro Fiched

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

Original Copy Signed - Filed

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Property Owner: Oscar M. Durst

Parcel Nos. 18-390-19; 18-390-31; and 21-780-01, being more particularly described below:

The SE¼ of Section 35; and the SW¼ of Section 36, T12N, R2W, M.D.B.&M.; and the N½ of the NE¼ of Section 2, T10N, R1W, M.D.B.&M., containing 397 acres, more or less.

Micro Fiched

AGREEMENT NO. 69- 255

LAND USE CONTRACT

FILED

FEB 17 1970

[illegible] Clerk

[illegible] Deputy

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between George Stephens, J. Dudley Stephens, and Doris Driver, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on 27, 1970, and recorded in Volume 931 of Official Records at Page 337, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms; conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
GEORGE STEPHENS, J. DUDLEY STEPHENS, AND
C/O J. DUDLEY STEPHENS DORIS DRIVER
P.O. BOX 137
ESPARTO, CALIFORNIA
COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Eiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY_____
DEPUTY

(SEAL)

See Original Copy - Signed & Filed

OWNER_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this ___ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Assessor's Parcel Numbers:

18-360-04-1 ✓ 308	18-370-09-1 ✓ 640
18-440-11-1 0967	18-370-12-1 ✓ 641.93
18-370-01-1 ✓ 596	18-370-13-1 ✓ 639.98
18-370-05-1 ✓ 640	18-410-16-1 ✓ 80

Legal description as follows:

The South one-half ($S\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of Section 12; the North one-half ($N\frac{1}{2}$) of the Northeast one-quarter ($NE\frac{1}{4}$), the Southeast one-quarter ($SE\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) and a portion of the Southeast one quarter ($SE\frac{1}{4}$) of Section 13, Township 11 North, Range 3 West, M. D. B. & M.; and the South one-half ($S\frac{1}{2}$) of the South one-half ($S\frac{1}{2}$) of Section 7; the South one-half ($S\frac{1}{2}$) of the South one-half ($S\frac{1}{2}$) of Section 8; Section 17; Section 18; the East one-half ($E\frac{1}{2}$) and a portion of the Northwest one-quarter ($NW\frac{1}{4}$) of Section 19; Section 20; the Northwest one-quarter ($NW\frac{1}{4}$) and the West one-half ($W\frac{1}{2}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of Section 21, Township 11 North, Range 2 East, M. D. B. & M.

The following persons jointly own the above described property:

George Stephens, J. Dudley Stephens, and Doris Driver

Micro Fiched

AGREEMENT NO. 69-256

(Endorsed) Filed JAN 20 1970
LAURENCE P. HEINEMANN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between Oscar M. & Jean Durst _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41 _____, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on 1-7-_____, 1970, and recorded in Volume 931 of Official Records at Page 332, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
OSCAR M & JEAN DURST
BOX 180
CAPAY, CALIFORNIA

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

OWNER Original Copy Signed & Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Copy Signed + Filed

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Micro Fiched

Dated this _____ day of _____, 19_____.

Original Copy Signed + Filed

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Property Owners: Oscar M. & Jean A. Durst

Parcel Nos. 18-350-05; 18-360-10; 18-370-07; 18-380-03; 18-380-06; 18-380-16; and 18-380-17 being more particularly described as follows:

The S½ of the NE¼ and the N½ of the SE¼ of Section 10; and the S½ of the SW¼ of Section 9; and all of Section 16; and the N½ and the SE¼ of the NW¼ of Section 22; and the NE¼ of Section 22; and the N½ of the SE¼ of Section 22; and the Southerly 1722.04' of Section 14; and the S½ of Section 15 and the S½ of the N¼ of Section 15, T11N, R2W, containing 1931 acres, more or less.

Micro Fiched

AGREEMENT NO. 69- 257

FILED
JAN 27 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between John H. Durst, George Durst, Oscar M. Durst, Ruth M. Durst, Harriet Durst, Melvin Durst, Mayne M. Durst, Freda Jungerman, Edna Benbow, Wilma Crook, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 41, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER John H. Durst; George Durst; Oscar M. Durst; Ruth M. Durst; Harriet Durst. Melvin Durst; Mayne M. Durst; Freda Junger Man; Edna Benbow; & Wilma Crook
c/o Oscar Durst
Box 180
Capay, California

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

Micro Fiched

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

The following persons jointly own the 2200 acres of land described below:

George Durst, John H. Durst, Oscar M. Durst, Ruth M. Durst, Harriet M, Durst, Melvin A. Durst, Mayne M. Durst, Freda D. Jungerman, Edna Benbow, Wilma L. Crook.

Subject 2200 acres includes the following Parcel Nos. 18-040-09; 18-040-10; 18-050-02; 18-050-03; 18-050-04; 18-050-06; 18-060-03, being more particularly described as follows:

The E½ of Section 21; and the S¼ of Section 15; and all of Section 22; and all of Section 23; and the N½ of Section 26, T12N, R2W, M.D.B.&M., containing 2200 acres, more or less.

Micro Fiched

AGREEMENT NO. 69- 258

(Endorsed) Filed JAN 20 1970
LAWRENCE P. HENIGAN, Clerk
BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between George Durst _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41 _____, heretofore established by the County by Resolution No. 69-236 filed in the Office of the County Recorder of Yolo County on 1-7-_____, 1970, and recorded in Volume 931 of Official Records at Page 337, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

GEORGE DURST
CAPAY, CALIFORNIA

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

OWNER - Original Copy Signed + Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Copy Signed + Filed

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

Original Copy Signed + Filed

_____
NOTARY PUBLIC

My Commission Espires: _____

EXHIBIT "A"

Property Owner: George Durst

Parcel Nos. 18-040-12 and 18-050-05 being more particulary described as follows:

The SW¼ of the SE¼ of Section 21; and all of Section 14, T12N, R2W, M.D.B.&M, containing 680 acres, more or less.

Micro Fiched

AGREEMENT NO. 69-259

FILED
JAN 27 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER 1969, by and between Melvin A. & Eleanor L. Durst _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41 _____, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19__, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 68-238 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

MELVIN A. & ELEANOR L. DURST
Rt. 1, Box 277
ESPARTO, CALIFORNIA.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

OWNER

Original Copy Signed & Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires: _____

Original Copy Signed & Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____ 96___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Property Owners: Melvin A. & Eleanor L. Durst

Parcel Nos. 18-370-10 and 18-380-04, being more particularly described as follows:

The S½ of the NE¼ and the N½ of the SE¼ of Section 21; and the The SW¼ of the NW¼ of Section 22; and the SW¼ of Section 22; and the S½ of the SE¼ of Section 22, T11N, R2W, M.D.B.&M., containing 440 acres, more or less.

Micro Fiched

AGREEMENT NO. 69- 260

FILED
JAN 27 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER 1969, by and between Robert L. & Mamie D. Keisler, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
Robert L. & Mamie D. Keisler
Esparto
California.

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Eiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

OWNER

Original Copy Signed & Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC
My Commission Expires:_____

Original Copy Signed & Filed

Micro Fiched

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"

Property Owners: Robert L. & Mamie D. Keisler

Parcel Nos. 18-370-11; 18-390-01; 18-390-03; and 18-400-06, being more particularly described as follows:

The E½ of the SW¼ and the S½ of the SE¼ of Section 21; and the N½ of the NW¼ and the E½ of Section 27; and the N½ of the NE¼ of Section 34; and the N½ of the NE¼ of Section 28; T11N, R2W, M.D.B.&M., containing 720 acres, more or less.

Micro Fiched

FILED
JAN 27 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-261

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of December, 1969, by and between Jean M. Kelly _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

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WHEREAS, said property is located in Agricultural Preserve No. 41 _____, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Jean M. Kelly
6749 No. Vista
San Gabriel, Calif.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

WM. E. DUNCAN

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BARBARA A. RODGERS

BY_____
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC
My Commission Expires:_____

Original Copy - Filed Legal

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196__, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC
My Commission Espires: _____

EXHIBIT "A"

Property Owner: Jean M. Kelly

Parcel No. 18-380-15, being more particularly described as follows:

The S½ of the SE¼ of Section 24, T11N, R2W, M.D.B.&M., containing 80 acres, more or less.

Micro Fiched

AGREEMENT NO. 69-262

(Endorsed) Filed JAN 20 1970
LAURENCE P. HENIGAN, Clerk
BARBARA A. RODGERS
By Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of December, 1969, by and between Hazel M. Hayes _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on 1-7-, 1970, and recorded in Volume 931 of Official Records at Page 332, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-232, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Hazel Hayes
P.O. Box 143
Esparto, Calif

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

OWNER

Original copy signed + Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Copy Signed & Filed

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

Original Copy Signed & Filed

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Property Owner: Hazel M. Hayes

Parcel No. 18-350-13, being more particularly described as follows:

The NE¼ of Section 11, T11N, R2W, M.D.B.&M. containing 160 acres more or less.

Micro Fiched

AGREEMENT NO. 69-263

FILED
JAN 27 1970
LAURENCE E. HENSON, Clerk
BARBARA A. RODGERS
By ..... Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of December, 1969, by and between William M. & Hazel M. Hayes _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41 _____, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

William M. & Hazel M. Hayes
P.O. Box 143
Esparto, Calif.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC
My Commission Expires:_____

Original copy Signed & Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"

Property Owners: William M. & Hazel M. Hayes

Parcel Nos. 18-050-09; 18-050-11; 18-380-14; 19-191-02; 19-191-05; 19-191-12 and 19-191-26, being more particularly described as follows:

That portion of Section 13 lying easterly of County Road 86; and that portion of Section 24 lying easterly of County Road 86; and The W½ of Section 17; and all of Section 19; and all of Section 20; and

All of Section 18, Township 12 North, Range 1 West, M.D.B.& M.

EXCEPTING THEREFROM: All that portion of the West one-half of Section 18, Township 12 North, Range 1 West, M.D.B.&M., as conveyed to the Pacific Telephone and Telegraph Company, a corporation, by deed dated August 1, 1966, recorded September 14, 1966 in Book 836 of Official Records at page 698, described as follows:

BEGINNING at the West one-quarter corner of said Section 18; thence, from said point of beginning along the West line of said Section 18, North 00° 24' 45" East 176.04 feet; thence, leaving said West line North 89° 59' 13" East 1500.13 feet; thence, parallel with the West line of the Southwest one-quarter of said Section 18, South 00° 40' 45" West 1300.12 feet to a point in the centerline of County Road No. 6; thence, along said centerline the following three (3) courses and distances; (1) North 89° 45' 33" West 491.54 feet, (2) along the arc of a tangent curve to the left, concave Southerly and having a radius of 2000.00 feet, said arc being subtended by a chord bearing South 80° 11' 34" West 697.89 feet and (3) tangent to said curve South 70° 08' 42" West 343.25 feet to a point in the West line of said Southwest one-quarter of Section 18; thence, along said West line North 00° 40' 45" East 1357.14 feet to the point of beginning, containing an area of 46.6 acres, more or less.

And the NE¼ and the N½ of the SE¼ of Section 24, T11N, R2W, M.D.B.&M., containing 2396 acres, more or less.

Micro Fiched

AGREEMENT NO. 69-264

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of December, 1969, by and between Edith A. Mast _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41 _____, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-232, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

EDITH A. MAST
736 HOLLISTER Road
Woodland, CALIF.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY_____
DEPUTY

(SEAL)

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Filmed

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Property Owner: Edith A. Mast - Parcel No. 18-370-07 & 09

For value received WE, HAZEL M. HAYES and NAOMI FAYE BRANNAN, dealing with our separate property,

GRANT to EDITH A. MAST, all of our right, title and interest in and to all that real property situate in the County of Yolo, State of California, described as follows:

The Northwest Quarter of Section 11, Township 11 North, Range 2 West, M.D.B. & M.

and the Southeast Quarter of Section 2 and the South Half of the Northeast Quarter of Section 2, T11N, R2W, M.D.B.&M., CONTAINING 390 acres, more or less.

Dated November 9 19 56

Hazel M. Hayes

Naomi Faye Brannan

STATE OF CALIFORNIA
County of Yolo
On Nov. 9 1956
before me CECIL V. SINCLAIR a Notary Public, in and for said County and State personally appeared HAZEL M. HAYES AND NAOMI FAYE BRANNAN
known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.
Cecil V. Sinclair
Notary Public
My commission expires Nov. 9, 1960

For Recorder's Use Only

INDEXED

VOL. 499 PAGE 76
OFFICIAL RECORDS
RECORDED AT REQUEST OF
CARL E. BOEGHOLDTS
NOV 13 1956
4737 MIN. PAST 3 O'CLOCK P. M.
YOLO COUNTY, CALIFORNIA
7.00 FD. Recorder

89035

Micro Fiched

Pcl. #18-350-07 Code Area 63-007

AGREEMENT NO. 69-265

FILED
JAN 27 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of December, 1969, by and between Mrs. Elden Hamblet _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41 _____, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

MRS. ELDEN HAMBLET
P.O. BOX 205
DUNNIGAN, CALIF.

COUNTY

Micro Fiched

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BARBARA A. RODGERS
BY _____
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC
My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

Micro Fiched

_____
NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"

Property Owner: Mrs. Elden Hamblet

Parcel Nos. 18-040-02; 18-040-04; 18-040-11; 18-050-08; 18-050-12; 18-060-13; 18-070-01; 18-070-02; 18-130-16; 18-130-17; 18-130-18; 18-130-20; 18-410-10, being more particularly described as follows:

All of Section 19; and all of Section 20; and the W½ of Section 21; and the N½ of the N½ of Section 13, excepting therefrom that portion of Section 13 lying easterly of County Road 86; and all that portion of Section 24 lying westerly of County Road 86, excepting therefrom the following described property:

A tract or parcel of land located in the SE 1/4 of Sec. 24, T 12 N, R 2 W, UDB&M, described as follows: BEGINNING at the intersection of the center line of County Road No.86 and the S. line of said Sec. 24, said pt. bears N. 89°54' 37" W. 482 ft. from the SE corner of said Sec. 24-th. N. 89° 54' 37" W., along the S. line of said Sec. 24, a distance of 389.98 ft.-th. leaving said Section line, N. 14° 26' 54" W. 225.13 ft.-th. N. 28° 30' 08" W. 1,032.17 ft.-th. N. 68° 24' 05" E. 305.02 ft.-th. S. 34° 59' 19" E. 237.40 ft.-th. N. 71° 33' 48" E. 48.75 ft.-th. S. 89° 52' 39" E. 169.95 ft.-th. N. 66° 318 26" E. 104.04 ft.-th. N. 56° 20' 21" E. 71.47 ft.-th. E. 46° 42' 12" E. 212.08 ft. to a pt. in the centerline of County Road No. 86-th. S. 4° 58' 52" W., along said center line 468.92 ft.-th. S. 2° 30' 00" E. continuing along said centerline, 738.00 ft. to the pt. of beginning and containing 16.96 acres, more or less (OMIT)

And including that portion of the NW¼ of Section 25 lying northerly of County Road 8; and all of Section 30; and all of Section 31; and the NE¼ of the NW¼ and the NE¼ and the S½ of Section 25; and the E½ of the SW¼ of Section 26; and the N½ and the SE¼ of the NW¼ of Section 35; and the SE¼ of the NE¼ and the N½ of the SW¼ and the SW¼ of the SW¼ of Section 35; and all of Section 36, T12N, R2W,; and the N½ and the SE¼ of the NE¼ of Section 1, T11N, R2W, M.D.B.&M.

CONTAINING 4440 acres, more or less.

Micro Fiched

AGREEMENT NO. 69-266

FILED
JAN 20 1970
LAURENCE P. HENIGAN, Clerk

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between John E. Roth _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

John E Roth
929 Willend Way
Woodland, Calif.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. ROONEY
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original signed copy filed

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

Original signed copy filed

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Property Owner: John E. Roth

Parcel No. 18-390-38

The SW¼ of Section 25, T11N, R2W, M.D.B.&M., containing 160 acres.

Micro Fiched

AGREEMENT NO. 69- 267

(Endorsed) Filed JAN 20 1970
LAURENCE P. MENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of DECEMBER 1969, by and between Josef & Maria Hromada _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41 _____, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on 1-7-_____, 1970, and recorded in Volume 931 of Official Records at Page 322, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 68-238, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
JOSEF & MARIA HROMADA
1326 GOBLE STONE ROAD
LA HABRE, CALIFORNIA

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

OWNER

Original Copy Signed & Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

original Copy Signed & Filed

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

Original Copy Signed & Filed

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Property Owners: Josef & Maria Hromada

Parcel No. 18-390-37

The N½ of the NE¼ of Section 26, T11N, R2W, M.D.B.&M., containing 76 acres, more or less.

Micro Eiched

AGREEMENT NO. 69-265

FILED
FEB 17 1970
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between Edward & Patricia Gammel, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 41, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. _____, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
EDWARD & PATRICIA GAMMEL
3700 MIRADERO STREET
SACRAMENTO, CALIFORNIA

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY_____
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Edward & Patricia Gammel

Parcel No. 18-290-39

The SE¼ of Section 26 and the S½ of the NE¼ of Section 26, T11N, R2W, M.D.B.&M., containing 243 acres, more or less.

Micro Fiched

AGREEMENT NO. 69-269

FILED
JAN 27 1970
LAURENCE P. HONIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of December, 1969, by and between Grace O. Harling _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41 _____, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Grace O. Harling
715 Keystone Avenue
Woodland, Calif.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA J. RODGERS _____
DEPUTY

(SEAL)

Original Copy Filed

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

Original Copy Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196__, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Grace O. Harling

Parcel No. 18-390-18

The NE¼ of Section 35, T11N, R2W, M.D.B.&M. containing 158 acres, more or less.

Micro Fiched

AGREEMENT NO. 69-270

FILED
JAN 27 1970
LAURENCE P. HENGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of December, 1969, by and between Margaret Rothe Koontz, Lorraine Rothe Kerr, and John E. Roth, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Margaret R. Koontz, et al
191 Avenida Drive
Berkeley, Calif.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Etched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Property Owners: Margaret Rothe Koontz, Lorraine Rothe Kerr, and John E. Rothe.

Parcel No. 18-390-21

The SE¼ of Section 25, T11N, R2W, M.D.B.&M., containing 160 acres.

Micro Fiched

FILED
JAN 27 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-221

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of December, 1969, by and between C. G. Roth and T. H. Roth, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 68-232, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

C. G. ROTH
RT. 1, Box 555
Woodland, Calif.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC
My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____ day of _____, 19___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"

Property Owners: C. G. Roth & T. H. Roth

Parcel No. 18-390-20

The N½ of Section 25, T11N, R2W, M.D.B.&M., containing 312 acres, more or less.

Micro Fiched

AGREEMENT NO. 69-222

(Endorsed) Filed JAN 20 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of December, 1969, by and between Maurine Merritt _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41 _____, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on 1-7, 1970, and recorded in Volume 931 of Official Records at Page 332, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Maurine Merritt
115 Cleveland Street
Woodland, Calif.

Micro Fiched

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

OWNER

Original Copy Signed & Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Copy Signed + Filed

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

Original Copy Signed + Filed

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Property Owner: Maurine Merritt

Parcel Nos. 18-350-08 and 18-380-05, more particularly described as follows:

the following

described real property, situated in the County of Yolo State of California:

PARCEL 1: Beginning at the quarter section corner common to Sections 11 and 14, in Township 11 North, Range 1 West, Mount Diablo Base and Meridian, said point being designated by a rock monument and extending thence South 0° 54' west along the Section line a distance of 2,651.69 feet to a 1 inch by 20 inch iron pipe marking the corner common to Sections 11, 14, 13 and 14 of above mentioned township and range; thence South 0° 54' west along the line common to Sections 13 and 14, a distance of 1741.527 feet to a point marked by a 1 inch by 20 inch iron pipe; thence North 89°00' west a distance of 1477.43 feet to a point marked by a 1 inch by 20 inch iron pipe and set in the line common to Sections 14 and 15 of above mentioned Township and Range; thence North 0° 54' East along the line common to said Sections 14 and 15, and along the line common to Sections 10 and 11, a distance of 4274.617 feet to a 4 inch by 4 inch redwood post marking the quarter corner common to said Sections 10 and 11; thence South 89° 03' East along the quarter section line a distance of 1477.48 feet to the point of beginning, and including 580 acres of land.

PARCEL 2: Beginning at a point marked by a 1 inch by 20 inch iron pipe set in the line common to Sections 13 and 14 in Township 11 North, Range 1 West, Mount Diablo Base and Meridian, situate North 0°54' East 1741.04 feet from the corner common to Sections 13, 14, 23 and 24 of above mentioned Township and Range and extending thence North 89°00' west along a line parallel with the South line of said Section 14 a distance of 1477.43 feet to a point in the line common to Sections 14 and 15 and marked by a one inch by thirty inch iron pipe; thence South 0° 54' East along the line common to Sections 14 and 15, a distance of 1704.903 feet to a point marked by a one inch by thirty inch iron pipe; thence South 89°00' East a distance of 1477.43 feet to a point marked by a one inch by thirty inch iron pipe set in the line common to first mentioned Sections 13 and 14; thence South 0° 54' west along the line common to said Sections 13 and 14 a distance of 1001.503 feet to the point of beginning and including 417.18 acres of land.

SAVING AND EXCEPTING THEREFROM the following described parcel of land:

Beginning at a point marked by a 1 inch iron pipe set in the line common to Sections 13 and 14 in Township 11 North, Range 1 West, Mount Diablo Base and Meridian, and situate North 0° 54' East 17.E.04 feet from the corner common to Sections 13, 14, 23 and 24 of said aforementioned Township and Range, and as said point appears of record on Map of the Olive J. Sawyy Estate Lands', on file in the office of the Recorder of Yolo County in Maps and Surveys, at page 17 and extending thence from said point of beginning along a property line North 89°03' West a distance of 650.feet; thence along a fenced line North 39° 03' 30" East a distance of 795.16 feet to a point in the County Road and in the Section Line common to first mentioned Sections 13 and 14; thence South 0° 54' West along said Section line a distance of 409 feet to the point of beginning and including 5.08 acres of land.

Subject to existing rights of way.

Micro Fiched

EXHIBIT "A"

AGREEMENT NO. 69-273

FILED
JAN 27 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of December, 1969, by and between Wells Fargo Bank, Trustee for the Estate of Louise Merritt, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

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WHEREAS, said property is located in Agricultural Preserve No. 41, heretofore established by the County by Resolution No. 68-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 68-238, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
WELLS FARGO BANK TRUSTEE FOR THE ESTATE OF LOUISE MERRITT
400 CAPITOL MALL
SACRAMENTO, CALIFORNIA, 95807

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

Micro Fiched

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Property Owner: Wells Fargo Bank, Trustee for the Estate of Louise Merritt

Parcel Nos. 18-350-03 18 380-01

Order No. 56649

The real property referred to is described as:

All that real property in the County of Yolo, State of California, described as follows:
PARCEL 1:
The South Half of the Southeast Quarter of Section 10; the Southwest Quarter of Section 10; and the North Half of the North Half of Section 15, all in Township 11 North, Range 2 West, M. D. B. & M.

PARCEL 2:
The Northeast Quarter of Section 6, Township 10 North, Range 1 West, M. D. B. & M.

18-360-02 18-360-03 18-360-05 18-360-06 18-360-07 18-360-08
18-360-09 18-410-13

The real property referred to is described as:

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All that real property in the County of Yolo, State of California, described as follows:

Lot 1; and the Southeast Quarter of the Northeast Quarter of Section 1, Township 11 North, Range 3 West, M. D. B. & M.

The Northwest Quarter; and the Southwest Quarter of Section 4, Township 11 North, Range 2 West, M. D. B. & M.

All of Section 5, Township 11 North, Range 2 West, M. D. B. & M.

All of Section 6, Township 11 North, Range 2 West, M. D. B. & M., EXCEPTING THEREFROM the Southwest Quarter of the Northeast Quarter thereof.

The North Half; and the North Half of the South Half of Section 7, Township 11 North, Range 2 West, M. D. B. & M.

The North Half; and the North Half of the South Half of Section 8, Township 11 North, Range 2 West, M.D.B. & M.,

The Southeast Quarter; the Northwest Quarter; and the North Half of the Southwest Quarter of Section 9, Township 11 North, Range 2 West, M. D. B. & M.

AGREEMENT NO. 69- 274

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of _____, 19___, by and between Mabel Jose and Marilyn J. Mast, Guardianship of Fred Hamblet _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41 _____, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

MABEL JOSE AND MARILYN J. MAST,
GUARDIAN OF FRED HAMBLET
% MABEL JOSE
P.O. BOX 68, ESPARTO, CALIFORNIA

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Eiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY_____
DEPUTY

(SEAL)

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Property Owner: Guardianship of Fred Hamblet, by Mabel Jose & Marilyn J. Mast

Parcel Nos. 18-060-04; 18-060-05; 18-060-07; 18-060-08; 18-060-12; 18-350-06; 18-390-04; 18-400-09; 21-770-07; 21-780-02 described as follows:

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

PARCEL I

The North one-half of Section 3; and the East one-half of the Southeast quarter of Section 3; Lot 1 of the fractional Northeast quarter of Section 10, all in Township 10 North, Range 2 West, M. D. B. & M.

PARCEL II

The South one-half of Section 2; the Northwest quarter of Section 2; and the South one-half of the Northeast quarter of Section 2,

EXCEPTING THEREFROM that portion of the South one-half of said Section 2, conveyed to P. N. Ashley, by deed dated September 13, 1911, recorded October 21, 1911 in Book 77 of Deeds at Page 592, described as follows:

BEGINNING at an iron stake in the center of County Road, leading Northerly from Capay, and at the intersection of the North line of the Rancho Canada de Capay, said stake being the Northwest corner of a tract of land now or formerly owned by L. M. Duncan, and running thence North along the center line of said road, 1475 feet to another iron stake; thence East 31.1 feet to the Northwest corner of the South half of the South half of Section 1, Township 10 North, Range 2 West; thence South to the North boundary of said Rancho; thence Westerly, along said Rancho line, to the point of beginning.

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PARCEL II (A)

The fractional Northwest quarter of Section 11 and the fractional Northeast quarter of Section 11, all in Township 10 North, Range 2 West, M. D. B. & M.

PARCEL III

The Southeast quarter of Section 33, the East one-half of the Southwest quarter of Section 33; all in Township 11 North, Range 2 West, M. D. B. & M.

PARCEL IV

The South one-half of Section 34; the Southwest quarter of Section 35; all in Township 11 North, Range 2 West, M. D. B. & M.

Exhibit "A"

EXHIBIT "A"

Guardianship of Fred Hamblet cont.

PARCEL V

The West one-half of Section 2, Township 11 North, Range 2 West, M. D. B. & M., and the North half of the Northeast Quarter of Section 2, Township 11 North, Range 2 West, M. D. B. & M.

PARCEL VI

The Southeast Quarter of Section 35, Township 12 North, Range 2 West, M. D. B. & M.

PARCEL VII

A tract in the Northeast corner of the Northeast Quarter of Section Thirty-five, Township 12 North, Range 2 West, containing 1.86 acres, more or less.

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PARCEL VIII

West half of Section Twenty-five; West half of Section Thirty-six, Township 12 North, Range 2 West, M. D. B. & M.

EXCEPTING THEREFROM that portion of the Northwest quarter of Section 25, lying North of the County Road, Township 12 North, Range 2 West, M. D. B. & M. as granted to Russell F. Hamblet by Deed recorded September 21, 1950 in Book 329, Page 369 of Official Records.

PARCEL IX

South half of Section 26, Township 12 North, Range 2 West, Mount Diablo Base and Meridian.

PARCEL X

Northwest quarter of Section 35, Township 12 North, Range 2 West, Mount Diablo Base and Meridian. The Southwest Quarter of Section 35, Township 12 North, Range 2 West.

RECEIVED
MAY 27 1969
YOLO COUNTY ASSESSOR

EXHIBIT "A"

Guardianship of Fred Hamblet cont.

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

PARCEL I

The North one-half of Section 3; and the East one-half of the Southeast quarter of Section 3; Lot 1 of the fractional Northeast quarter of Section 10, all in Township 10 North, Range 2 West, M. D. B. & M.

PARCEL II

The South one-half of Section 2; the Northwest quarter of Section 2; and the South one-half of the Northeast quarter of Section 2,

EXCEPTING THEREFROM that portion of the South one-half of said Section 2, conveyed to P. N. Ashley, by deed dated September 13, 1911, recorded October 21, 1911 in Book 77 of Deeds at Page 592, described as follows:

BEGINNING at an iron stake in the center of County Road, leading Northerly from Capay, and at the intersection of the North line of the Rancho Canada de Capay, said stake being the Northwest corner of a tract of land now or formerly owned by L. M. Duncan, and running thence North along the center line of said road, 1475 feet to another iron stake; thence East 31.1 feet to the Northwest corner of the South half of the South half of Section 1, Township 10 North, Range 2 West; thence South to the North boundary of said Rancho; thence Westerly, along said Rancho line, to the point of beginning.

Micro Fiched

PARCEL II (A)

The fractional Northwest quarter of Section 11 and the fractional Northeast quarter of Section 11, all in Township 10 North, Range 2 West, M. D. B. & M.

PARCEL III

The Southeast quarter of Section 33, the East one-half of the Southwest quarter of Section 33; all in Township 11 North, Range 2 West, M. D. B. & M.

PARCEL IV

The South one-half of Section 34; the Southwest quarter of Section 35; all in Township 11 North, Range 2 West, M. D. B. & M.

RECEIVED
MAY 27 1969
YOLO COUNTY ASSESSOR

AGREEMENT NO. 69-275

2-26-70
BARBARA A. RODGERS

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between John T. Foster, Ima Mae Foster, and Alma Reel Foster / John T. Foster, Admin. Est. of Estate of L.S. Foster, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 67-238 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
John T. Foster, Ima Mae Foster and
% John Foster Alma Reel Foster
1404 Jimend Lane
Woodland, California.

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY_____
DEPUTY

(SEAL)

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Property Owners: John T. Foster, Ima Mae Fisher, and Alma Reel Foster

Parcel Nos. 18-380-08 and 18-380-10

The S½ of Section 23; and the NW¼ of Section 24, T11N, R2W, M.D.B.&M., containing 471 acres, more or less.

Micro Fiched

AGREEMENT NO. 69- 276

FILED
JAN 20 1970
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER 1969, by and between N. Faye Brannen _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
N. FAYE BRANNEN
223 MARSHALL AVENUE
WOODLAND, CALIFORNIA

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Original Signed
Copy Filed

OWNER

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Signed
Copy Signed
Filed

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

Original Signed
Copy Signed
Filed

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Property Owner: N. Faye Brannen

Parcel No. 18-380-11

The SW¼ of Section 24, T11N, R2W, M.D.B.&M., containing 160 acres.

Micro Fiched

FILED
JAN 27 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69- 277

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between Frederick B. Abele and Elizabeth M. Stone, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
FREDERICK B. ABELE AND ELIZABETH M. STONE
Rt. 3, Box 584
WOODLAND, CALIFORNIA

Micro Fiched

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

Micro Fiched

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Espires: _____

EXHIBIT "A"

Parcel Nos. 18-060-10; 19-250-01; 19-250-02; 19-250-03; 19-250-05; 19-250-08; 19-250-09; and 19-300-03 described as follows:
located in the County of Yolo, State of California

E 1/2 of Section 25, T. 12 N. R. 2 W. - 320 acres

W 1/2 and W. 152 acres of E 1/2 of Section 30, T 12 N. R. 1 W. - 430 acres

E 168 acres of E 1/2 of Section 30 T. 12 N. R.1W. - 168 acres

All of Section 29 T. 11 N. R 1 W. - 634 acres

Part of SW 1/4, excluding 67-1/2 acres deeded to May W. Bemmerly, Section 28, T. 12 N. R. 1 W. - 92.5 acres

West 210 acres of W 1/2 of Section 33, T. 12 N. R. 1 W. 210 acres

N 1/2 and S.E. 1/4 of Section 32, T. 12 N. R. 1 W. - 476 acres

N 1/2 of S.E. 1/4 of N. E. 1/4 of Section 5, T. 11 N. R. 1 W. - 97 acres

Property Owners: Frederick B. Abele and Elizabeth M. Stone

Micro Fiched

Exhibit 'A'

AGREEMENT NO. 69- 278

(Endorsed) Filed JAN 20 1970
LAWRENCE E. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER 19 69, by and between Richard W. Powers _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41 _____, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on 1-7-_____, 1970, and recorded in Volume 931 of Official Records at Page 332, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Richard W. Powers
P.O. Box 6
Dunnigan, California

Micro Fiched

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Original Copy Signed + Filed

OWNER

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Copy Signed + filed

_____
NOTARY PUBLIC
My Commission Expires:_____

Micro Fiched

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

Original Copy Signed + filed

_____
NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"

Property Owner: Richard W. Powers

Parcel No. 18-060-06 and 19-191-04, being more particularly described as follows:

The NE¼ of Section 35, T12N, R2W, and the SE¼ of Section 17, T12N, R1W, M.D.B.&M., containing 320 acres, more or less.

Micro Fiched

FILED
JAN 27 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-219

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between O. T. McGrew _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
O.T. McGREW
P.O. Box 158
DUNNIGAN, CALIFORNIA

Micro Fiched

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

Wm. E. DUNCAN

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BARBARA A. RODGERS

BY_____
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC
My Commission Expires:_____

Original Copy Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___ before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"

Property Owner: O. T. McGrew

Parcel No. 18-010-05 and 18-010-08, being more particularly described as follows:

The E½ of the NW¼ and the NE¼ of the SE¼ and the NE¼ of Section 10, and the W½ and the NE¼ of the NW¼ of Section 11, T12N, R2W, M.D.B.&M., containing 400 acres, more or less.

Micro Filmed

AGREEMENT NO. 69- 280

FILED
JAN 27 1970
LAURENCE P. KINGAN, Clerk
By BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between Elizabeth A. Payne _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
ELIZABETH A. PAYNE
220 BARTLETT AVE.
WOODLAND, CALIFORNIA

Micro Fiched

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Original Copy Signed + Filed

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC
My Commission Expires:_____

Original Copy Signed & Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____ 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

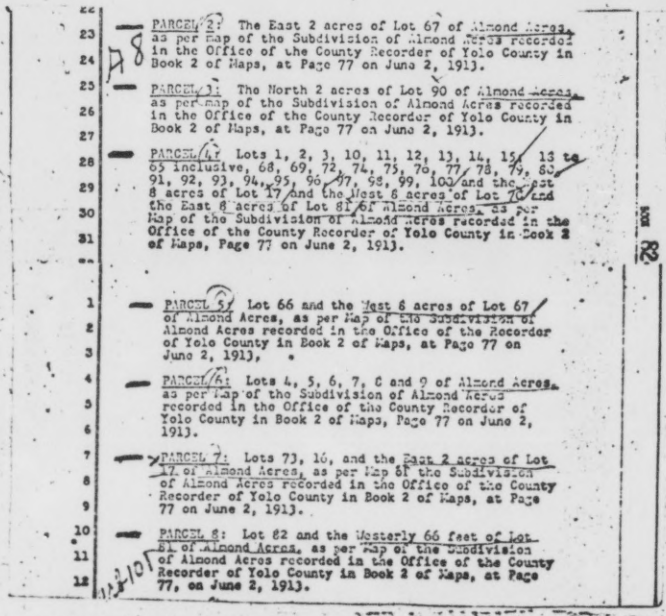
Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"

Property Owner: Elizabeth A. Payne

Parcel Nos. 18-021-01; 18-021-02; 18-022-01; 18-022-02; 18-022-03; 18-022-04; 18-023-01; 18-024-02; 18-024-03; and 18-025-01, being more particularly described as follows:



PARCEL 2: The East 2 acres of Lot 67 of Almond Acres, as per Map of the Subdivision of Almond Acres recorded in the Office of the County Recorder of Yolo County in Book 2 of Maps, at Page 77 on June 2, 1913.

PARCEL 3: The North 2 acres of Lot 90 of Almond Acres, as per map of the Subdivision of Almond Acres recorded in the Office of the County Recorder of Yolo County in Book 2 of Maps, at Page 77 on June 2, 1913.

PARCEL 4: Lots 1, 2, 3, 10, 11, 12, 13, 14, 15, 13 to 65 inclusive, 68, 69, 72, 74, 75, 76, 77, 78, 79, 80, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 and the West 8 acres of Lot 17 and the West 8 acres of Lot 76 and the East 8 acres of Lot 81 of Almond Acres, as per Map of the Subdivision of Almond Acres recorded in the Office of the County Recorder of Yolo County in Book 2 of Maps, Page 77 on June 2, 1913.

PARCEL 5: Lot 66 and the West 8 acres of Lot 67 of Almond Acres, as per Map of the Subdivision of Almond Acres recorded in the Office of the Recorder of Yolo County in Book 2 of Maps, at Page 77 on June 2, 1913.

PARCEL 6: Lots 4, 5, 6, 7, 8 and 9 of Almond Acres, as per Map of the Subdivision of Almond Acres recorded in the Office of the County Recorder of Yolo County in Book 2 of Maps, Page 77 on June 2, 1913.

PARCEL 7: Lots 73, 16, and the East 2 acres of Lot 17 of Almond Acres, as per Map of the Subdivision of Almond Acres recorded in the Office of the County Recorder of Yolo County in Book 2 of Maps, at Page 77 on June 2, 1913.

PARCEL 8: Lot 82 and the Westerly 66 feet of Lot 81 of Almond Acres, as per Map of the Subdivision of Almond Acres recorded in the Office of the County Recorder of Yolo County in Book 2 of Maps, at Page 77, on June 2, 1913.

Micro Fiched

AGREEMENT NO. 69- 281

FILED
JAN 27 1970
LAURENCE P. KENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between Wendell H. & Elizabeth A. Payne, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 41, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
WENDELL H. & ELIZABETH A. PAYNE
220 BARTLETT AVENUE
WOODLAND, CALIFORNIA

Micro Fiched

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY WM. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

Conformed Copy
Original Signed & Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Property Owners: Wendall W. & Elizabeth A. Payne

Parcel Nos. 18-010-04, 18-030-08 and 18-030-09 being more particularly described as follows:

The N½ of the NW¼ of Section 10, and the S½ of Section 4, and the NE¼ of Section 9, T12N, R2W, M.D.B.&M., containing 556 acres, more or less.

Micro Fiched

AGREEMENT NO. 69- 282

FILED
FEB - 2 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between William C. Payne _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Filmed

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 41 _____, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
William Q. PAYNE
323 MAEDL WAY
WOODLAND, CALIFORNIA

Micro Fiched

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC
My Commission Expires:_____

Micro Fiched

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC
My Commission Expires: _____

1113

Recorded at the request of

EXHIBIT "A"

Return to

Mr. William C. Payne
c/o Kendall M. Payne
525 Bartlett Avenue

Woodland, California

55120

WESTERN TITLE GUAR. CO.
YOLO CO. DIVISION
FEE $ 2.00

YOLO COUNTY, CALIFORNIA

$7.00

Exhibit A

Grant Deed (Individual)

For value received GEORGE H. BRADNER and GERTRUDE MABEL BRADNER, his wife

GRANT to WILLIAM C. PAYNE

all that real property situate in the County of Yolo, State of California, described as follows:

Lot Seventy-one and the East two acres of Lot Seventy "ALMOND ACRES", as shown by the map or plan thereof on file and of record in the office of the County Recorder of the County of Yolo.

Property Owner: William C. Payne
Parcel No. 18-022-05

Micro Fiched

Dated March 31 1965

George H. Bradner
Gertrude Mabel Bradner

STATE OF CALIFORNIA
County of Yolo

On March 31, 1965 before me, the undersigned a Notary Public in and for said State, personally appeared GEORGE H. BRADNER and GERTRUDE MABEL BRADNER, his wife known to me to be the person S whose name S are subscribed to the within instrument, and acknowledged to me that they executed the same.

ETHEL B. MANTHEY
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA

1113

RECEIVED
MAY 20 1969
YOLO COUNTY ASSESSOR

FILED
JAN 27 1970
LAURENCE P. KENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69- 283

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between Orville H. Gaudas _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 41 , heretofore established by the County by Resolution No. 69- 238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

ORVILLE H. GWERDES
P.O. BOX 74
DUNNIGAN, CALIFORNIA

Micro Fiched

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC
My Commission Expires:_____

Micro Fiched

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"

Property Owner: Orville H. Gerdes

Parcel No. 18-023-05 20 Acres

Lots 85-86, Almond Acres

Parcel No. 18-023-06 19.15 Acres

Lots 87 and 88 - Almond Acres; Excepting therefrom that portion conveyed to Marshall E. Long et ux 751 O.R., Page 52 contg. 0.84 acres M/L

Parcel No. 18-023-07 6.84 Acres

E. 6 Acres of Lot 89, Almond Acres
Also, beginning in a 2" iron pipe monument located at the NW corner of Lot 88, Almond Acres, as shown on the official map thereof, filed for record in the office of the Yolo County Recorder on June 2, 1913, in Book 2, of Maps at page 77, and running th. S. along the W. line of said Lot 230 ft. - th. N. 55° E. 400 ft. to the NE corner of said Lot 88, th. W. along the N. line of said Lot 320 ft. to the pt. of beg.

Micro Fiched

AGREEMENT NO. 69- 284

FILED
FEB - 2 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER 1969, by and between Bank of America NT&SA, Trustee under the Will of Charles A. Huford, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 41, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

BANK OF AMERICA NT+SA
TRUSTEE UNDER WILL OF CHARLES A. HUFORD
P.O. BOX 3257
CHICO, CALIFORNIA

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

OWNER

Original Copy Signed & Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC
My Commission Expires:_____

Original Copy Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO).

Micro Fiched

On this _____ 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"

Property Owner: Bank of America NT&SA, Trustee under the Will of Charles A. Hufford

Code Area	Parcel No.
63-028	18-070-06-1
63-028	18-070-05-1
63-028	18-070-04-1
63-028	18-070-03-1
63-028	18-060-02-1
63-028	18-060-01-1
63-027	18-350-01-1
63-024	18-360-11-1

Micro Fiched

All that real property situate in the County of Yolo, State of California, more particularly described as follows:

Sections 27, 28, 29, 32, 33, 34 of Township 12 North, Range 2 West, M.D.B.&M. The East one-half of Section 4 and the West one-half of Section 3 and the North one-half of the Northeast one-quarter of Section 3, of Township 11 North, Range 2 West, M.D.B.&M.

FILED
JAN 27 1970
LAURENCE [illegible] BARBARA A. RODGERS
By [illegible]

AGREEMENT NO. 69- 285

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER 1969, by and between Lowell E. Mast _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 41 _____, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-258 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

LOWELL E. MAST
P.O. BOX 102
ESPARTO, CALIFORNIA

Micro Fiched

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC
My Commission Expires:_____

Original Copy Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"

Property Owner: Lowell E. Mast

Parcel No. 18-350-04 and 18-350-14

The SW¼ of Section 1, and the SE¼ and the S½ of the NE¼ of Section 3, and the N½ of the NE¼ of Section 10, T11N, R2W, M.D.B.&M., containing 480 acres of land, more or less.

Micro Fiched

AGREEMENT NO. 69-286

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between Santi Properties, Inc., by Plarida S. Miguel, Secretary, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 41, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
Saati Properties, Inc
By Florida S. Miguel Secretary
[redacted] 116 East Keystone Ave.
Woodland, California.

Micro Fiched

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY_____
DEPUTY

(SEAL)

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Property Owner: Santi Properties Inc., by Plarida S. Miguel, Secretary

Parcel No. 21-780-03

The NW¼ of Section 1, T10N, R1W, M.D.B.&M., containing 160 acres.

Micro Filmed

AGREEMENT NO. 69-287

(Endorsed) Filed JAN 20 1970
LAWRENCE P. HENICAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of December 1969, by and between William Zimmerman and Cecile Davies, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 41, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on 1-7-, 1970, and recorded in Volume 931 of Official Records at Page 332, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69238, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Cecile DAVIES
6301 Southland Park Drive
SACRAMENTO, CALIF

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Original Copy Signed + Filed

OWNER

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Copy Signed + Filed

_____
NOTARY PUBLIC
My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

Original Copy Signed + Filed

_____
NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"

Property Owners: William Raymond Zimmerman and Cecile Davies

Parcel Nos. 18-380-07 and 18-370-08 being more particularly described in the following:

The N½ of Section 23, and the N½ of the NE¼ of Section 21, T11N, R2W, M.D.B.&M., containing 394 acres, more or less.

Micro Filmed

AGREEMENT NO. 69-255

FILED
JAN 27 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between J. Roger & Myrtis Waidemier, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Filmed

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 41, heretofore established by the County by Resolution No. 69-238 filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-238 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
J. ROGER & MYRTIS WEIDEMIER
P.O. BOX 177
DUNNIGAN, CALIFORNIA

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

WM. E. DUNDAN

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Espires: _____

EXHIBIT "A"

Property Owner: J. Roger & Myrtis Weidemier

Parcel No. 18-050-07, being more particularly described as follows:

The N½ of the S½ of Section 13, and the S½ of the NE¼ of Section 13, T12N, R2W, M.D.B.&M., containing 240 acres, more or less.

Micro Fiched

FILED
JAN 27 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

AGREEMENT NO. 69-289

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER 1969, by and between C. G. Roth, T. H. Roth, Elizabeth Beoshanz, Ruby A. Ooste _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. (Addition to Preserve No. 9), heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. 69-240, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-240 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
C. G. ROTH, T. H. ROTH, ELIZABETH BEOSHANZ,
C/O C. G. ROTH + RUBY A. OESTE
RT. 1 BOX 555
WOODLAND, CALIFORNIA
COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS _____
DEPUTY

(SEAL)

Original Copy Signed + Filed

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

Micro Fiched

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Property Owners: C. G. Roth, T. H. Roth, Elizabeth Beoshanz, Ruby A. Oeste

Parcel Nos. 31-370-12; 31-370-13; 31-380-01; and 31-380-02

All of Section 1, T8N, R1E, and the E½ and the SW¼ of Section 2, T8N, R1E, M.D.B.&M., containing 1118.86 acres, more or less

Micro Etched

FILED
JAN 27 1970
LAUREN E. P. KENIGAN, CLERK
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-290

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of _____, 19___, by and between Apollonia Ulrich and Louis Ulrich _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. (Addition to Preserve No. 9) , heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. 69-240 , filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-240 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

APOLLONIA ULRICH AND LOUIS ULRICH
Rt. 1, Box 2560
DAVIS, CALIFORNIA

COUNTY

Micro Fiched

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC
My Commission Expires:_____

Original Filed

Micro Fiched

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____ day of _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC
My Commission Expires: _____

The land referred to in this Policy is described as follows:

EXHIBIT "A"

The following described tract of land situate, lying and being in the County of Yolo, State of California, to-wit:

Lots 11 and 12; the West 20.73 acres of Lot 13, and the West 20.74 acres of Lot 22 of the M. Diggs Subdivision of Section 12 and the E. 1/2 of Section 11, T. 8 N., R. 1 East, M.D.B.& M.

Also beginning at the Northeast corner of the W.1/2 of Section 11, T. 8 N., R. 1 East, M.D.B. & M., which is marked by a concrete cylinder about 7 inches by 24 inches, and extending thence South along the Easterly boundary of said W.1/2 of said Section 11, 2651 feet to the Southwest corner of Lot 22 of M. Diggs Subdivision; thence West along the Southerly boundary of said Lot 22, prolonged 528.5 feet; thence North 2649 feet to the Northerly boundary of said W. 1/2 of said Section 11; thence East along said Northerly boundary 528.5 feet to the place of beginning, containing 32.15 acres, more or less, being a part of the W. 1/2 of Section 11, Tp. 8 N., R. 1 East, M.D.B.& M.
RESERVING therefrom the right of way for one main irrigating ditch 50 feet in width and laterals, for irrigating the lands of the neighborhood, along the most feasible route to be located by the County Surveyor.

The above described property includes Assessor's Parcel Nos. 31-410-13 and 31-410-14.

Property Owners: Apollonia Ulrich and Louis Ulrich

Micro Fiched

TITLE INSURANCE AND GUARANTY COMPANY
A TRUST COMPANY
130 MONTGOMERY ST
SAN FRANCISCO, CALIF

POLICY OF TITLE INSURANCE

FILE DATE
INITIALS

1933 NOV - 14 -

Issued through the office of
YOLO COUNTY TITLE
ABSTRACT COMPANY
WOODLAND, CALIFORNIA

FILED
JAN 27 1970
LAURENCE D. HINMAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-291

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER 1969, by and between Donald Miller and Walter B. McHenry, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. (Addition to Preserve No. 9), heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. 69-240, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-240 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

DONALD MILLER AND WALTER B. McHENRY
% 702 SECOND STREET
DAVIS, CALIFORNIA

COUNTY

Micro Filmed

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

Wm. E. DUNCAN

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BARBARA A. RODGERS

BY_____
DEPUTY

(SEAL)

Original Copy Signed & Filed

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires:_____

Original Copy Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

POLICY NUMBER

EXHIBIT "A"

48959-B Donald Miller and Walter B. McHenry - Parcel No. 31-240-18

SCHEDULE C

The land referred to in this Policy is described as:

All that real property in the County of Yolo, State of California, described as follows:

A portion of the Northwest Quarter of Section 2, T. 8 N., R. 1 E., M. D. B. & M., described as follows:

Beginning at a point on the North line of the Northwest Quarter of Section 2, said point being on or near the center of Dry Slough and distant North 89° 52' 07" East 2111.95 feet from the Northwest corner of said Section 2; thence in a general Southwesterly direction in or near the channel of said Slough the following courses and distances: South 16° 09' 45" West 626.10 feet; thence South 8° 10' 45" West 392.87 feet; thence South 62° 57' 45" West 686.30 feet; thence South 33° 11' 45" West 365.41 feet; thence North 84° 40' 15" West 378.56 feet thence South 49° 11' 45" West 608.64 feet; thence South 0° 03' 15" East 630.43 feet to a point 50.00 feet Northerly at right angles from the South line of said Northwest Quarter of Section 2; thence leaving Dry Slough and Running parallel to and 50.00 feet Northerly from the said South line North 89° 53' 16" East 2401.64 feet to a point on the East line of said Quarter section; thence along said East line North 0° 06' 17" West 2597.57 feet to the Northeast corner of said Quarter Section; thence along the North line thereof South 89° 52' 07" West 518.32 feet to the point of beginning containing 85.68 acres more or less.

Micro Fiched

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY FORM
COPYRIGHT 1981

FILED
JAN 27 1970
LAURENCE P. HENGAR, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69- 292

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of DECEMBER, 1969, by and between James E. Street and John M. Street, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. (Addition to Preserve No. 9) , heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. 69-240, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-240 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
James E. Street and John M. Street
Rt. 1 Box 2563
Davis, California

Micro Fiched

COUNTY
Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

COUNTY OF YOLO

Wm. E. DUNCAN

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BARBARA A. RODGERS

BY_____
DEPUTY

(SEAL)

Original copy signed & filed

OWNER

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 196___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC
My Commission Expires:_____

Original Copy Signed + Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this _____ 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"

James E. Street and John M. Street - Parcel No. 31-390-06

The NE¼ of Section 10, T8N, R1E, M.D.B.&M.

Micro Fiched